



Council Agenda Including Addeds

The 6th Meeting of City Council

April 13, 2021, 4:00 PM

2021 Meeting - Virtual Meeting during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Meetings can be viewed via live-streaming on YouTube and the City website

The City of London is committed to making every effort to provide alternate formats and communication supports for Council, Standing or Advisory Committee meetings and information, upon request. To make a request for any City service, please contact accessibility@london.ca or 519-661-2489 ext. 2425.

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. (6.1/5/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/5/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. (6.3/5/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/5/CSC)

4.5. Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice

A matter pertaining to personal matters about an identifiable individual with respect to employment-related matters, advice which is subject to solicitor-client privilege and advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.5/5/CSC)

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

5.1. 5th Meeting held on March 23, 2021 12

6. Communications and Petitions

6.1. Public Notice Policy

(Refer to the Corporate Services Committee Stage for Consideration with Item 4 (4.1) of the 5th Report of the Corporate Services Committee)

1. A.M. Valastro 97

6.2. Dundas Place - Temporary Bicycle Lanes

(Refer to the Civic Works Committee Stage for Consideration with Item 18 (2.17) of the 5th Report of the Civic Works Committee)

1. C. Strupat 98

2. (ADDED) B. Maly and A. McClenaghan, Downtown London 99

6.3. Old East Village Community Improvement Plan - Performance Measures and Indicators of Success (O-9285)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 16 (3.2) of the 5th Report of the Planning and Environment Committee)

1. A. A. Sturaitis 100

6.4. Application - 1414 Dundas Street (Z-9276)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 17 (3.3) of the 5th Report of the Planning and Environment Committee)

1. M. Campbell, Zelinka Priamo Ltd. 102

6.5. Application - 101 Meadowlily Road South 39CD-20502 (OZ-9192)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 19 (3.5) of the 5th Report of the Planning and Environment Committee)

1. A. Tackabury 104
2. A. Salt 105
3. N. Maudsley 106
4. H. Singh 107
5. J. Johnson, Dillon Consulting 108
6. A.M. Valastro 125

6.6. Masonville Draft Secondary Plan (O-8991)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 25 (3.11) of the 5th Report of the Planning and Environment Committee)

1. R. MacFarlane, Zelinka Priamo Ltd. (on behalf of 1635 Richmond (London) Corp.) 127
2. R. MacFarlane, Zelinka Priamo Ltd. (on behalf of Copia Developments) 130
3. L. Kirkness, Strik, Baldinelli, Moniz Ltd. 132
4. M. Koncan 137
5. D. and F. Vermeire 140

6.7. London's Housing First Emergency Youth Shelter

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 10 (3.1) of the 6th Report of the Community and Protective Services Committee)

1. S. Cordes, T. Gillis, and M. Doucet, Youth Opportunities Unlimited 141

6.8. Affordable Housing Units in London

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 14 (4.4) of the 6th Report of the Community and Protective Services Committee)

1. B. Brock 151

6.9. *(ADDED) Operation of City Council*

(Refer to the Strategic Priorities and Policy Committee Stage for Consideration with Item 8 (4.4) of the 7th Report of the Strategic Priorities and Policy Committee)

1. *(ADDED) W. Brock* 152

7. Motions of Which Notice is Given

8. Reports

- 8.1. 5th Report of the Corporate Services Committee 153
1. Disclosures of Pecuniary Interest
 2. (2.1) 2020 Compliance Report in Accordance with the Procurement of Goods and Services Policy
 3. (2.2) Procurement in Emergencies Update 3 – COVID -19
 4. (4.1) Public Notice Policy - AnnaMaria Valastro
 5. (4.2) Application – Issuance of Proclamation – Guillain-Barré Syndrome (GBS) and Chronic Inflammatory
 6. (4.3) Application – Issuance of Proclamation – Southwestern Ontario Film Week
 7. (4.4) Application - Issuance of Proclamation - Intersex Awareness Day
 8. (4.5) Application - Issuance of Proclamation - World Press Freedom Day 2021
- 8.2. 5th Report of the Civic Works Committee 158
1. Disclosures of Pecuniary Interest
 2. (2.1) 2nd Report of the Transportation Advisory Committee
 3. (2.2) 1st Report of the Waste Management Working Group
 4. (2.3) Investing in Canada Infrastructure Program (ICIP) Public Transit Stream: Approval of Transfer Payment Agreement (Relates to Bill No. 134)
 5. (2.4) Federation of Canadian Municipalities' Municipal Asset Management Program Grant Application
 6. (2.5) Contract Award: Tender RFT21-12 - 2021-2022 Infrastructure Renewal Program Contract 10 - Brydges Street, Swinyard Street, Muir Street Project (Relates to Bill No. 146)
 7. (2.6) Contract Award: Tender RFT21-16 - 2021 Infrastructure Renewal Program - English Street and Lorne Avenue Reconstruction (Relates to Bill No. 147)
 8. (2.7) 2021 Renew London Infrastructure Construction Program and 2020 Review
 9. (2.9) Contract Award: RFT21-11 - 2021 Infrastructure Renewal Program - Burlington Street and Paymaster Avenue
 10. (2.10) Appointment of Consulting Engineer for Construction Administration Services - 2021 Infrastructure Renewal Program - Talbot Street
 11. (2.11) Adelaide Street Underpass Project: Subway Construction Agreement and Crossing and Maintenance Agreement (Relates to Bill No's. 135 and 136)

12. (2.15) Proposed Draft Environmental Assessment Study Report for the Expansion of the W12A Landfill
13. (2.16) Proposed Expansion of the W12A Landfill Site - Updated Environmental Assessment Engineering Consulting Costs
14. (2.8) Automated Speed Enforcement - Spring 2021 Update
15. (2.12) Cycling and Transportation Demand Management Upcoming Projects
16. (2.13) Green Bin Program Design - Community Engagement Feedback
17. (2.14) 2020 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System
18. (2.17) Dundas Place - Temporary Bicycle Lanes (Relates to Bill No's. 148 and 149)
19. (4.1) 2nd Report of the Cycling Advisory Committee
20. (4.2) Imperial Road Sidewalk
21. (4.3) Reallocation of Sidewalk Construction Funds
22. (5.1) Deferred Matters List

8.3. 5th Report of the Planning and Environment Committee

178

1. Disclosures of Pecuniary Interest
2. (2.1) 1st Report of the Trees and Forests Advisory Committee
3. (2.2) 2nd Report of the Advisory Committee on the Environment
4. (2.3) 1st Report of the Agricultural Advisory Committee
5. (2.4) Bill 229 and Ontario's Flooding Strategy
6. (2.5) Affordable Housing Community Improvement Plan – Loan Agreements – Delegated Authority By-laws (Relates to Bill No's. 139 and 140)
7. (2.6) Application - 122 Base Line Road West (H-9306) (Relates to Bill No. 155)
8. (2.7) Application - 2725 Asima Drive (33M-699, Block 53) (P-9282) (Relates to Bill No. 141)
9. (2.8) Application - 335 Kennington Way and 3959 Mia Avenue (33M-765, Block 1, RP 33R-20777 Parts 2 and 3) (P-9304)
10. (2.9) Application - 3964 Mia Avenue (33M-765, Block 2) (P-9305)
11. (2.10) Application - 3087 White Oak Road, Block 73 (H-9271) (Relates to Bill No. 156)
12. (2.11) Application - 3493 Colonel Talbot Road – Silverleaf Subdivision Phase 2 – Special Provisions

13. (2.12) 2021 Post-Development Environmental Impact Study Monitoring
 14. (2.13) Building Division Monthly Report for January 2021
 15. (3.1) Downtown Community Improvement Plan - Performance Measures and Indicators of Success (O-9286) (Relates to Bill No. 142)
 16. (3.2) Old East Village Community Improvement Plan - Performance Measures and Indicators of Success (O-9285) (Relates to Bill No. 143)
 17. (3.3) Application - 1414 Dundas Street (Z-9276) (Relates to Bill No. 157)
 18. (3.4) Application - 1870 Aldersbrook Gate 39CD-20514
 19. (3.5) Application - 101 Meadowlily Road South 39CD-20502 (OZ-9192)
- (Note: The Planning and Environment Committee was unable to reach a majority decision on this matter and pursuant to Section 19.3 of the Council Procedure By-law, the matter is hereby submitted to the Municipal Council for its disposition.)
20. (3.6) Application - 1153-1155 Dundas Street (O-9207 / Z-9198) (Relates to Bill No's. 144 and 158)
 21. (3.7) Temporary Outdoor Patio Expansion (Z-9300) (Relates to Bill No. 159)
 22. (3.8) Application - 1478 Westdel Bourne 39T-20503 (Z-9278) (Relates to Bill No. 160)
 23. (3.9) 3080 Bostwick Road - 39T-18502 (Z-8931) (Relates to Bill No. 161)
 24. (3.10) 611-615 Third Street (Z-9268) (Relates to Bill No. 162)
 25. (3.11) Masonville Draft Secondary Plan (O-8991)
 26. (4.1) 3rd Report of the London Advisory Committee on Heritage
 27. (4.2) 2nd Report of the Environmental and Ecological Planning Advisory Committee

8.4. 6th Report of the Community and Protective Services Committee Report

247

1. Disclosures of Pecuniary Interest
2. (2.1) 1st Report of the Childcare Advisory Committee
3. (2.2) 1st Report of the Community Safety and Crime Prevention Advisory Committee
4. (2.3) Homeless Prevention COVID-19 Response April to June Extension - Single Source Procurement (#SS21-15)
5. (2.4) Proposed Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan

6. (2.5) Single Source SS21-12 - Architect to act as Prime Consultant for Dearness Home Auditorium Expansion
7. (2.6) Application to UNESCO for London to be Designated a "UNESCO City of Music"
8. (2.7) Film Update - Moving Forward (Relates to Bill No. 137)
9. (2.8) Invasive Species Management Update and Funding Plan
10. (3.1) London's Housing First Emergency Youth Shelter
11. (4.1) Update on Housing Issues from Mission Services of London
12. (4.2) 2nd Report of the Accessibility Advisory Committee
13. (4.3) 2nd Report of the Animal Welfare Advisory Committee
14. (4.4) Affordable Housing Units in London
15. (4.5) Capital and Operational Needs of Municipal Golf Courses in London
16. (5.1) Deferred Matters List

8.5. 7th Report of the Strategic Priorities and Policy Committee

256

1. Disclosures of Pecuniary Interest
2. (2.2) London Community Recovery Network – Current Status and Next Steps
3. (2.3) London and Middlesex Community Housing Inc. Meeting of the Shareholder - Resolutions Regarding Board Composition (Relates to Bill No. 138)
4. (2.1) London Small Business Centre – Board Governance Structure Updates
5. (4.1) Nomination of a New Budget Chair
6. (4.2) Kettle Creek Conservation Authority Membership
7. (4.3) Request for Research on the Effects of Public Health Restrictions in London
8. (4.4) Operation of City Council

9. Added Reports

- 9.1. 6th 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. 133 By-law No. A.- _____ - _____

A by-law to confirm the proceedings of the Council Meeting held on the 13th day of April, 2021. (City Clerk) | 260 |
| 13.2. | Bill No. 134 By-law No. A.- _____ - _____

A by-law to approve and authorize the execution of Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London. (2.3/5/CWC) | 261 |
| 13.3. | Bill No. 135 By-law No. A.- _____ - _____

A by-law to approve and authorize the Subway Construction Agreement between Canadian Pacific Railway Company and The Corporation of the City of London (the "Road Authority") for the construction of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario to be installed by the Adelaide Underpass Project. (2.11a/5/CWC) | 344 |
| 13.4. | Bill No. 136 By-law No. A.- _____ - _____

A by-law to approve and authorize the Crossing and Maintenance Agreement between Canadian Pacific Railway Company ("CP") and The Corporation of the City of London (the "City") for the crossing and maintenance of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario to be installed by the Adelaide Underpass Project. (2.11b/5/CWC) | 398 |
| 13.5. | Bill No. 137 By-law No. A.- _____ - _____

A by-law to approve the Amending Agreement to the January 1st 2020 Purchase of Service Agreement between The Corporation of the City of London and London Economic Development Corporation; and to authorize the Mayor and City Clerk to execute the Amending Agreement (2.7/6/CPSC) | 423 |
| 13.6. | Bill No.138 By-law No. A.- _____ - _____

A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc.to provide for a new Board composition. (2.3/7/SPPC) | 427 |
| 13.7. | Bill No. 139 By-law No. C.P.- _____ - _____

A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate. (2.5a/5/PEC) | 430 |
| 13.8. | Bill No. 140 By-law No. C.P.- _____ - _____

A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of | 438 |

	London (the “City”) and Registered Owner of a property providing affordable rental units (the “Borrower”) to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low rental vacancy rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate. (2.5b/5/PEC)	
13.9.	Bill No. 141 By-law No. C.P.-_____-_____ A by-law to exempt from Part-Lot Control, lands located at 2725 Asima Drive, legally described as Block 53 in Registered Plan 33M-699. (2.7/5/PEC)	445
13.10.	Bill No. 142 By-law No. C.P.-1357(____)-_____ A by-law to amend the Downtown Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.1/5/PEC)	447
13.11.	Bill No. 143 By-law No. C.P.-1444(____)-_____ A by-law to amend the Old East Village Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.2/5/PEC)	459
13.12.	Bill No. 144 By-law No. C.P.-1284(____)-_____ A by-law to amend the Official Plan for the City of London, 1989, relating to 1153-1155 Dundas Street. (3.6a/5/PEC)	471
13.13.	Bill No. 145 By-law No. L.S.P.-_____-_____ A by-law to designate 3303 Westdel Bourne be of cultural heritage value or interest. (City Clerk)	475
13.14.	Bill No. 146 By-law No. PS-113-21_____ A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.5c/5/CWC)	479
13.15.	Bill No. 147 By-law No. PS-113-21_____ A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.6c/5/CWC)	481
13.16.	Bill No. 148 By-law No. PS-113-21_____ A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.17/5/CWC)	483
13.17.	Bill No. 149 By-law No. PS-113-21_____ A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.17/5/CWC)	486
13.18.	Bill No. 150 By-law No. S.-_____-_____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road East, west of Phillbrook Drive) (Chief Surveyor – for road widening purposes, registered as Instrument No. ER1349429, pursuant to SPA18-024 and in accordance with By-law Z.-1)	489

13.19.	Bill No. 151 By-law No. S.- _____ - ____	491
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hale Street, north of Heather Crescent) (Chief Surveyor – for road widening purposes, registered as Instrument No. ER1348237, pursuant to SPA19-009 and in accordance with Zoning By-law Z.-1)	
13.20.	Bill No. 152 By-law No. S.- _____ - ____	493
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South between Highway 401 and Highway 402) (Chief Surveyor – for road widening purposes on Wonderland Road S)	
13.21.	Bill No. 153 By-law No. S.- _____ - ____	495
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of Gainsborough Road; and as widening to Gainsborough Road, west of Hyde Park Road) (Chief Surveyor – for road widening purposes, registered as Instrument No. ER1353803, pursuant to SPA20-043 and in accordance with Zoning By-law Z-1)	
13.22.	Bill No. 154 By-law No. S.- _____ - ____	497
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Huron and McNay Streets) (Chief Surveyor – for road widening purposes, registered as Instrument No. ER1349446, pursuant to SPA19-017 and in accordance with Zoning By-law Z.-1)	
13.23.	Bill No. 155 By-law No. Z.-1-21_____	499
	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 122 Base Line Road West. (2.6/5/PEC)	
13.24.	Bill No. 156 By-law No. Z.-1-21_____	501
	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3112 Petty Road. (2.10/5/PEC)	
13.25.	Bill No. 157 By-law No. Z.-1-21_____	503
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1414 Dundas Street. (3.3b/5/PEC)	
13.26.	Bill No. 158 By-law No. Z.-1-21_____	505
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1153-1155 Dundas Street. (3.6b/5/PEC)	
13.27.	Bill No. 159 By-law No. Z.-1-21_____	507
	A by-law to amend the General Provisions of By-law No. Z.-1 to regulate Seasonal Outdoor Patios. (3.7/5/PEC)	
13.28.	Bill No. 160 By-law No. Z.-1-21_____	509
	A by-law to amend By-law No. Z.-1 to rezone lands located at 1478 Westdel Bourne. (3.8/5/PEC)	

13.29.	Bill No. 161 By-law No. Z.-1-21_____	513
	A by-law to amend By-law No. Z.-1 to rezone lands located at 3080 Bostwick Road. (3.9/5/PEC)	
13.30.	Bill No. 162 By-law No. Z.-1-21_____	529
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 611-615 Third Street. (3.10/5/PEC)	
13.31.	Bill No. 163 By-law No. D.-_____ - ____	
	ON ADDED BY-LAW LIST	
13.32.	Bill No.164 By-law No. A.-_____ - ____	537
	A by-law to appoint Leslie Hancock as Administrator for the Dearness Home under the Long-Term Care Homes Act, 2007, S.O. 2007, c.8. (City Clerk)	
13.33.	Bill No.165 By-law No. A.-_____ - ____	538
	A by-law to appoint Barb Westlake-Power as Deputy Clerk. (City Clerk)	
13.34.	Bill No.166 By-law No. A.-_____ - ____	539
	A by-law to appoint Michael Schulthess as Deputy Clerk. (City Clerk)	
13.35.	Bill No.167 By-law No. A.-_____ - ____	540
	A by-law to appoint deputies to the City Clerk and repeal By-law No. A.-7628-510. (City Clerk)	
13.36.	Bill No.168 By-law No. A.-_____ - ____	541
	A by-law to appoint deputies to the City Treasurer of The Corporation of the City of London and to repeal By-law A.-7783-497. (City Clerk)	

14. Adjournment



Council Minutes

The 5th Meeting of City Council
March 23, 2021, 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 and B. Westlake-Power
Remote Attendance: L. Livingstone, J. Adema, A. Anderson, A. Barbon, G. Barrett, B. Card, K. Dickins, C. Dooling, M. Goldrup, O. Katolyk, G. Kotsifas, T. Macbeth, J. Mackay, D. O'Brien, Venetia R., J. Raycroft, K. Scherr, M. Schulthess, C. Smith, S. Stafford, B. Warner, R. Wilcox, P. Yeoman.

The meeting was called to order at 4:03 PM, with Mayor E. Holder in the Chair and 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, A. Kayabaga, and S. Hillier.

1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest in Item 17 (5.1) of the 3rd Report of the Civic Works Committee 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.

Councillor S. Turner discloses a pecuniary interest in the following matters:

Item 14 (2.11) of the 3rd Report of the Civic Works Committee, having to do with the 2020 External Audit of the London's Drinking Water Quality Management System and 2020 Management Review, by indicating that he is an employee of the Middlesex London Health Unit.

Item 3 of the 5th Report of the Council In Closed Session and related Added Bill No. 132, having to do with the property acquisition of 88 Wellington Road South with respect to the Wellington Gateway Project, by indicating that he owns property in close vicinity to the Project area.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

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

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. 89, being a by-law to confirm the proceedings of the Council Meeting held on the 23rd day of March, which will be considered, prior to Stage 14 – Adjournment; and
- b) Stage 9 – Added Reports –Item 9.1 – 5th 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)

5.1 4th Meeting held on February 23, 2021

Motion made by: S. Lehman

Seconded by: A. Kayabaga

That the Minutes of the 4th Meeting held on February 23, 2021 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

6.1 Expropriation of Lands - Fanshawe Park Road and Richmond Street Intersection Improvements Project (as the "Approving Authority")

Motion made by: S. Lewis

Seconded by: J. Morgan

That Council convene as the Approving Authority pursuant to the provisions of the *Expropriations Act*, R.S.O. 1990, c.E.26, as amended, for the purpose of considering Communication No. 1 from the Managing Director, Environmental and Engineering Services and City Engineer, with respect to the expropriation of the lands as may be required for the Project known as the Fanshawe Park Road and Richmond Street Intersection Improvements Project.

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. Morgan

Seconded by: P. Van Meerbergen

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, the following actions be taken with respect to the expropriation of land as may be required for the project known as the Fanshawe Park Road and Richmond Street Intersection Improvements Project:

a) the Council of The Corporation of the City of London as Approving Authority pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of land, as described in Schedule "A", as appended to the staff report dated March 23, 2021, in the City of London, County of Middlesex; it being noted that the reasons for making this decision are as follows:

- i) the subject lands are required by The Corporation of the City of London for the Fanshawe Park Road and Richmond Street Intersection Improvements Project;
 - ii) the design of the project will address the current and future transportation demands along the corridor; and,
 - iii) the design is in accordance with the Municipal Class Environmental Assessment Study Recommendations for the Fanshawe Park Road and Richmond Street Intersection Improvements Project approved by Municipal Council at the meeting held on September 25, 2018; and,
- b) subject to the approval of a) above, a certificate of approval BE ISSUED by the City Clerk on behalf of the Approving Authority in the prescribed form.

It being noted that no requests for Hearings of Necessity were received. (2021-L07/T04)

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: S. Lewis
Seconded by: S. Turner

That the meeting of the Approving Authority BE ADJOURNED and that the Municipal Council reconvene in regular 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)

6.2 Expropriation of Lands - Fanshawe Park Road and Richmond Street Intersection Improvements Project (as the "Expropriation Authority") (Relates to Bill No. 111)

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the concurrence of the Director, Roads and Transportation and on the advice of the Manager of Realty Services, the following actions be taken with respect to the expropriation of land as may be required for the project known as the Fanshawe Park Road / Richmond Street Intersection Improvements Project:

- a) the proposed by-law appended to the staff report dated March 23, 2021 as Appendix "A" being "A by-law to expropriate lands in the City of London, in the County of Middlesex, the Fanshawe Park Road / Richmond Street Intersection Improvements Project: BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021;
- b) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;

c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and,

d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the *Expropriations Act*, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the Expropriated Lands. (2021-L07/T04)

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)

6.3 Wharncliffe Road South Improvements: 100 Stanley Street Update

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

That the following communications related to the matters listed below BE RECEIVED and BE REFERRED, as noted on the Added Agenda:

6.3 Wharncliffe Road South Improvements: 100 Stanley Street Update (Refer to Civic Works Committee Stage for Consideration with Item 11 (2.3) of the 3rd Report of the Civic Works Committee).

6.4 Dundas Place - Temporary Bicycle Lanes and Revised Parking Limits (Refer to the Civic Works Committee Stage for Consideration with Item 12 (2.8) of the 3rd Report of Civic Works Committee).

6.5 Blue Community Program (Refer to the Civic Works Committee Stage for Consideration with Item 15 (3.1) of the 3rd Report of the Civic Works Committee)

6.6 New Sidewalks in 2021 Infrastructure Reconstruction Projects (Refer to the Civic Works Committee Stage for Consideration with Item 2 (3.1) of the 4th Report of the Civic Works Committee).

6.7 Application 100 Fullarton Street (Refer to the Civic Works Committee Stage for Consideration with Item 10 (3.4) of the 4th Report of the Planning and Environment Committee).

6.8 Demolition Request for Heritage Designated Property at 93-95 Dufferin Avenue by Old Oak Properties (Refer to the Planning and Environment Committee Stage for Consideration with Item 11 (3.5) of the 4th Report of Planning and Environment Committee)

6.9 Application - 403 Thompson Road - File OZ-9290 (Refer to the Planning and Environment Committee Stage for Consideration with Item 13 (3.7) of the 4th Report of the Planning and Environment Committee)

6.10 Application - 345 Sylvan Street - File OZ-9290 (Refer to the Planning and Environment Committee Stage for Consideration with Item 14 (3.8) of the 4th Report of the Planning and Environment Committee)

6.11 Core Area Community Improvement Plan (O-9257) - Core Area Community Improvement Plan Financial Incentive Program Guidelines (Refer to Planning and Environment Committee Stage for Consideration with Item 14 (3.8) of the 4th Report of Planning and Environment Committee)

6.12 Vacant Buildings By-law Review (Refer to the Community and Protective Services Committee Stage for Consideration with Item 15 (3.9) of the 5th Report of the Community and Protective Services Committee)

6.13 Property Standards By-law Review (Refer to the Community and Protective Services Committee Stage for Consideration with Item 14 (3.3) of the 5th Report of the Community and Protective Services Committee)

6.14 Tow Truck Business and Impound Yard Storage Business Licence By-law Amendment (Refer to the Community and Protective Services Committee Stage for Consideration with Item 15 (3.4) of the 5th Report of the Community and Protective Services Committee)

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 3rd Report of the Civic Works Committee

Motion made by: E. Pelozza

That the 3rd Report of the Civic Works Committee BE APPROVED, excluding Items 11 (2.3), 12 (2.8), 14 (2.11), 15 (3.1) and 17 (5.1).

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: E. Pelozza

Mayor E. Holder discloses a pecuniary interest in Item 5.1 of the 3rd Report of the Civic Works Committee, 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.

Councillor S. Turner discloses a pecuniary interest in Item 2.11 of the 3rd Report of the Civic Works Committee, having to do with the 2020 External Audit of London's Drinking Water Quality Management System and 2020 Management Review, by indicating that he is an employee of the Middlesex London Health Unit.

Motion Passed

2. (2.1) 1st Report of the Cycling Advisory Committee

Motion made by: E. Pelozza

That the 1st Report of the Cycling Advisory Committee, from its meeting held on February 17, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Dingman Drive Improvements - Appointment of Consulting Engineer - Detailed Design and Tendering

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 2, 2021, related to the Appointment of a Consulting Engineer for the Dingman Drive Improvements Project:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers to complete the detailed design and tendering services of the Dingman Drive Improvements Project, in the total amount of \$490,426.00, including contingency (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- 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. (2021-T05)

Motion Passed

4. (2.4) Highway 401 / Dingman Drive Bridge Replacement - Agreement with Ministry of Transportation (Relates to Bill No. 90)

Motion made by: E. Pelosa

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 March 2, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021, to:

- a) authorize and approve a cost-sharing Agreement, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation, and The Corporation of the City of London for the construction of the Dingman Drive bridge; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2021-T05)

Motion Passed

5. (2.5) Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Class Environmental Assessment Consultant Award

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 2, 2021, related to the Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Class Environmental Assessment Contract Award:

- a) Matrix Solutions Inc. BE APPOINTED Consulting Engineers in the amount of \$304,543.00, including 10% contingency (excluding HST), in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the Sources of Financing Report, as appended to the above-noted staff report;
- 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. (2021-E05)

Motion Passed

6. (2.6) Contract Award: 2021 Watermain Cleaning and Relining Program, RFP 20-23

Motion made by: E. Pelosa

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 2, 2021, related to the Contract Award for the 2021 Watermain Cleaning and Relining Program, RFT 20-23:

- a) the bid submitted by Fer-Pal Construction Ltd., 171 Fenmar Drive, Toronto, Ontario M9L 1M7, at its tendered price of \$6,000,869.51 (excluding H.S.T.), for the 2021 Watermain Cleaning and Structural Lining program, BE ACCEPTED; it being noted that this is the second year of a three year contract submitted by Fer-Pal Construction Ltd. and where unit prices were carried over from the original tendered contract plus a two percent increase plus an increase for CPI as stipulated in the original contract; it being further noted that the original bid submitted by Fer-Pal Construction Ltd. in 2020 was the lower of two bids received and the City has the sole discretion to renew the contract based on price and performance;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (RFT 20-23); 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. (2021-E08/L04)

Motion Passed

7. (2.7) Amendments to the Traffic and Parking By-law (Relates to Bill No. 112)

Motion made by: E. Pelosa

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 March 2, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend By-law PS-113, entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2021-P08/T01)

Motion Passed

8. (2.9) Award of Consulting Services for Detailed Design and Tendering for a New Landfill Gas Flaring Station

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 2, 2021, related to the Award of Consulting Engineering Services for the Detailed Design and Tendering for a New Landfill Gas Flaring Station:

- a) Comcor Environmental Ltd. BE APPOINTED to carry out the Environmental Protection Act approval, detailed design and tendering for a new landfill gas flaring station, in the total amount of \$221,029, including contingency of \$28,830 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- b) the flaring station BE DESIGNED, based on the assumption that the landfill expansion is approved to proceed;
- c) design and tendering for the new flaring station BE INITIATED prior to receiving Environmental Protection Act approval for the project; it being noted that the tender will include clauses that the award is subject to Environmental Protection Act approval;
- d) the financing for this project BE APPROVED in accordance with the Sources of Financing Report, as appended to the above-noted staff report;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases; and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.(2021-E07)

Motion Passed

9. (2.12) Public Transit Infrastructure Fund (PTIF): Approval of Amending Agreement (Relates to Bill No. 91)

Motion made by: E. Pelosa

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 March 2, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021, to:

- a) authorize and approve Amending Agreement No. 2, as appended to the above-noted by-law, to the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement No. 2;
- c) authorize the Managing Director Environmental and Engineering Services and City Engineer to approve future Amending Agreements to the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London, provided it does not increase the indebtedness or liabilities of The Corporation of the City of London;
- d) authorize the Mayor and the City Clerk to execute any Amending Agreement to the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London approved by the Managing Director Environmental and Engineering Services and City Engineer under section 3 of the above-noted by-law; and,
- e) authorize the Managing Director, Corporate Services and City Treasurer and Chief Financial Officer and the City Manager (or delegate) to execute any financial reports required as a condition under the above-noted Amending Agreement No. 2 and such further Amending Agreements as may be approved under section 3 of the above-noted by-law. (2021-T03)

Motion Passed

10. (2.13) Street Renaming Portion of Darlington Place (Plan 33M-773) (Relates to Bill No. 114)

Motion made by: E. Pelosa

That, on the recommendation of the of the Director, Development Services, the proposed by-law, as appended to the staff report dated March 2, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021, to approve the renaming of a portion of Darlington Place lying south of Kettering Place to Lot 9, Concession 1, Part 2 of Reference Plan 33R-19902 within Registered Plan 33M-773, to Barn Swallow Place. (2021-T00)

Motion Passed

13. (2.10) Community Employment Benefits

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 2, 2021, related to a summary of Community Employment Benefits requirements under the Investing in Canada Infrastructure Program (ICIP):

- a) the above-noted staff report BE RECEIVED; and,
- b) the communication dated March 1, 2021, from S. Middleton, United Way Elgin-Middlesex, the communication dated March 1, 2021, from M. Courey, Inclusive Economy London and Region, BE RECEIVED; it being noted that delegations from S. Middleton and M. Courey, with respect to this matter, were received. (2021-S04)

Motion Passed

16. (3.2) New Sidewalks in 2021 Infrastructure Reconstruction Projects

Motion made by: E. Pelosa

That the following actions be taken with respect to the New Sidewalks in 2021 Infrastructure Reconstruction Projects:

- a) the requests for delegation by the following individuals, with respect to this matter, BE APPROVED for the Special Civic Works Committee meeting to be held on March 15, 2021:

- E. Craven;
- J. McColl;
- A. Harris-Schulz;
- M. Mannering;
- S. Connolly;

- b) the communications from the following individuals, as appended to the Agenda and the Added Agenda with respect to this matter, BE RECEIVED:

- J. Lucente;
- F. Lucente;
- A. and H. Spriet;
- K. McCabe;
- J. and S. Miller;
- E. Craven;
- D. McCagherty;
- J. Stewart;
- J. Miller and J. Lucente;
- M. and D. Kernohan;
- B. Derksen;
- W. Yovetich and R. Tribe;
- H. Lightbody;
- M. Judson;
- E. Soares;
- L. and B. McCauley;
- L. Andrusiak;
- S. Skaith;
- M. and D. McKeown;
- J. and G. Kafka;
- E. Haddad;
- L. Kari and S. Watt;
- T. McLeod;

- G. Cervoni;
- B. and M. Kelman;
- G. and C. Alexander;
- J. Stock;
- G. O'Neill and H. Maxwell;
- S. and W. Handler;
- J. Brown;
- R. Tribe;
- L. Dang;
- J. and S. Mitchell;
- P. Cobrin;
- D. Cuthbert;
- C. Cartman and A. Lim;
- M. Mannering;
- J., C. and J. Mount;
- L. McColl;
- G. Reid;
- P. Houghton;
- E. and J. Hoffman;
- R. and G. Stoddart;
- L. Seguin;
- J. Madill;
- J. Potter;
- R. Frise;
- M. Cole;
- C. Boydell;
- G. Morrow;
- I.A. Connidis;
- L. Brooke;
- B. and V. Bradley;
- B. and L. McGarvey;
- A.J.;
- S. Connolly;
- P. and J. Gonser; and,
- K. Haine.

Motion Passed

11. (2.3) Wharnccliffe Road South Improvements: 100 Stanley Street Update

At 4:51 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 4:53 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes a seat at a the Council Board.

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated March 2, 2021, with respect to the Wharnccliffe Road South Improvements project and the heritage dwelling located at 100 Stanley Street BE RECEIVED; it being noted that the communication dated February 28, 2021, from K. McKeating, ACO London Region, with respect to this matter, was received. (2021-R01)

Amendment:

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That clause 2.3 BE AMENDED by adding the following new part to the clause:

b) the Civic Administration BE DIRECTED to take the necessary actions to submit an amendment to the Environmental Assessment for the Wharnccliffe Road South Improvements Project to permit the demolition of the residence at 100 Stanley Street and any other necessary administrative steps to advance the Project in as timely a manner as possible;

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

Nays: (7): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

Motion Passed (8 to 7)

Motion made by: P. Van Meerbergen

Seconded by: S. Lewis

That Item 11 (2.3), BE APPROVED, as amended.

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

Nays: (6): M. Salih, J. Helmer, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

Motion Passed (9 to 6)

Item 11 (2.3), as amended, reads as follows:

That the following actions be taken with respect to the Wharnccliffe Road South Improvements Project:

a) the staff report dated March 2, 2021 with respect to the Wharnccliffe Road South Improvements Project and the heritage dwelling located at 100 Stanley Street BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to take the necessary actions to submit an amendment to the Environmental Assessment for the Wharnccliffe Road South Improvements Project to permit the demolition of the residence at 100 Stanley Street and any other necessary administrative steps to advance the Project in as timely a manner as possible;

it being noted that the communication dated February 28, 2021, from K. McKeating, ACO London Region, with respect to this matter was received.

12. (2.8) Dundas Place - Temporary Bicycle Lanes and Revised Parking Limits (Relates to Bill No. 113)

At 5:13 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 5:16 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan take his seat at the Council Board.

Motion made by: E. Pelozza

That the following actions be taken with respect to the staff report dated March 2, 2021, related to the Dundas Place and Temporary Bicycle Lanes and Revised Parking Limits:

- a) the above-noted staff report BE RECEIVED;
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021, for the purpose of amending By-law PS-113, entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London" to replace the two-hour paid parking with one-hour free parking;
- c) the communications from the following individuals, as appended to the Added Agenda, with respect to this matter BE RECEIVED:
 - A. Hunniford;
 - D. Isaac;
 - D. Pihlainen;
 - M. Battista;
 - S. Wright;
 - B. Cowie; and,
 - D. Vanden Boomen; and,
- d) the Civic Administration BE DIRECTED to bring forward a report to the March 30, 2021 Civic Works Committee meeting to amend the Traffic and Parking By-law to create a temporary bicycle lane pilot project on Dundas Place during the 2021 construction season. (2021-T02/T05)

Motion made by: E. Pelosa

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

That the following actions be taken with respect to the staff report dated March 2, 2021, related to the Dundas Place and Temporary Bicycle Lanes and Revised Parking Limits:

- a) the above-noted staff report BE RECEIVED;
- c) the communications from the following individuals, as appended to the Added Agenda, with respect to this matter BE RECEIVED:
 - A. Hunniford;
 - D. Isaac;
 - D. Pihlainen;
 - M. Battista;
 - S. Wright;
 - B. Cowie; and,
 - D. Vanden Boomen; and,

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

Motion Passed (15 to 0)

Motion made by: E. Pelosa

The motion to approve part b) is put.

- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021, for the purpose of amending By-law PS-113, entitled, "A by-law to regulate traffic and the parking of motor

vehicles in the City of London” to replace the two-hour paid parking with one-hour free parking;

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

Nays: (1): S. Turner

Motion Passed (14 to 1)

Motion made by: E. Pelozza

The motion to approve part d) is put.

d) the Civic Administration BE DIRECTED to bring forward a report to the March 30, 2021 Civic Works Committee meeting to amend the Traffic and Parking By-law to create a temporary bicycle lane pilot project on Dundas Place during the 2021 construction season. (2021-T02/T05)

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

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

14. (2.11) 2020 External Audit of London’s Drinking Water Quality Management System and 2020 Management Review

Motion made by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated March 2, 2021, with respect to the 2020 External Audit of London’s Drinking Water Quality Management System and the subsequent 2020 Management Review, BE RECEIVED. (2021-E13)

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

Absent: (1): S. Turner

Motion Passed (14 to 0)

15. (3.1) Blue Community Program

Motion made by: E. Pelozza

That the following actions be taken with respect to the Blue Community Program:

a) the staff report dated, March 2, 2021 entitled “Blue Community Program”, BE RECEIVED;

b) the Civic Administration BE DIRECTED to undertake the necessary actions for the City of London to become a “Blue Community”; and,

c) the Municipal Council CONFIRMS its commitment to the following matters:

- i) the provision of water is a Human Right and water will be provided to all residents despite their ability to pay for the service;
- ii) the sale of bottled water will continue to be restricted in City of London facilities;
- iii) the water and wastewater systems that provide services to residents will continue to be publicly owned and operated;

it being noted that a delegation from L. Brown, Blue Community Committee, with respect to this matter, was received.

Motion made by: E. Pelosa

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

That the following actions be taken with respect to the Blue Community Program:

a) the staff report dated, March 2, 2021 entitled “Blue Community Program”, BE RECEIVED;

b) the Civic Administration BE DIRECTED to undertake the necessary actions for the City of London to become a “Blue Community”; and,

it being noted that a delegation from L. Brown, Blue Community Committee, with respect to this matter, was received.

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

Motion Passed (15 to 0)

Motion made by: E. Pelosa

The motion to approve parts c) i) and ii) is put.

c) the Municipal Council CONFIRMS its commitment to the following matters:

- i) the provision of water is a Human Right and water will be provided to all residents despite their ability to pay for the service;
- ii) the sale of bottled water will continue to be restricted in City of London facilities;

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

Nays: (1): M. van Holst

Motion Passed (14 to 1)

Motion made by: E. Pelosa

The motion to approve part c) iii) is put.

c) the Municipal Council CONFIRMS its commitment to the following matters:

- iii) the water and wastewater systems that provide services to residents will continue to be publicly owned and operated;

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)

17. (5.1) Deferred Matters List

Motion made by: E. Pelozo

That the Civic Works Committee Deferred Matters List, as at February 22, 2021, 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. Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): Mayor E. Holder

Motion Passed (14 to 0)

8.2 4th Report of the Civic Works Committee

Motion made by: E. Pelozo

That the 4th Report of the Civic Works Committee BE APPROVED, excluding Item 2 (3.1).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

3. (5.1) Safe Restart Agreement - Phase 2 Municipal Transit Funding - Transfer Payment Agreement (Relates to Bill No. 92)

Motion made by: E. Pelozo

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended as Appendix "A" to the staff report dated March 15, 2021 being "A by-law to approve and authorize the execution of the Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation and the City of London for the reimbursement of funds under the Safe Restart Agreement - Phase 2 Municipal Transit Funding", BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021. (2021-S08/T03/F11)

Motion Passed

2. (3.1) New Sidewalks in 2021 Infrastructure Reconstruction Projects

At 5:39 PM, Mayor E. Holder places Deputy J. Morgan in the Chair and takes a seat at the Council Board.

At 5:40 PM, Mayor E. Holder resumes the Chair and Deputy J. Morgan takes his seat at the Council Board.

Motion made by: E. Pelosa

That the following actions be taken with respect to new sidewalks in 2021 infrastructure reconstruction projects:

a) the Civic Administration BE DIRECTED to consider the following:

- i) narrowing pavement widths to 6.5 metres (or as narrow as 6.0 metres, if necessary) in order to reduce the risk of destabilizing existing trees, as well as curb-facing sidewalks;
- ii) removal of on-street parking on one side of the street;
- iii) sidewalk widths of 1.5 metres; and.
- iv) implementation of construction techniques that may be more labour-intensive, but could increase the likelihood of retaining more of the existing trees, while adding sidewalks; and,

b) Civic Administration BE DIRECTED to move the proposed sidewalk on the West side of Imperial Road to the East side of Imperial Road;

it being noted that the delegations from the following individuals, with respect to this matter, were received:

- R. Standish
- S. Nazarian
- L. Dang
- P. Cobrin
- T. Hutchinson
- G. Pavlov
- L. Kari
- J. Menard
- J. Preston
- D. Cuthbert
- J. Cuthbert
- H. Post
- A.M. Grantham
- S. Skelton
- P. Traylen
- D. Gibbs
- B. Gibbs
- D. McCagherty
- J. P. New
- R. Rudell
- F. Lucente
- J. Lucente
- P. Hubert
- R. Tribe
- W. Handler
- J. McColl
- A. Harris-Schulz
- M. Mannering
- S. Connolly;

it being noted that the communications from the following individuals, with respect to this matter, were received:

- M. Box
- L. Savage

- N. Fulford
- C. Pawlowski
- P. and D. Hayman
- J. Klassen
- S. Franke
- P. and B. Traylen
- A. Kenzie
- J. and W. McGregor
- J. Kingsley
- G. Glinavs
- D. Waithe
- P. MacLennan
- V. Garfat
- S. Mahipaul
- C. Golder and K. Yano;

it being further noted that the resubmitted staff report dated February 9, 2021, with respect to this matter, was received (2021-T04).

Motion made by: E. Pelozza

The motion to approve part a), is put.

That the following actions be taken with respect to new sidewalks in 2021 infrastructure reconstruction projects:

a) the Civic Administration BE DIRECTED to consider the following:

- i) narrowing pavement widths to 6.5 metres (or as narrow as 6.0 metres, if necessary) in order to reduce the risk of destabilizing existing trees, as well as curb-facing sidewalks;
- ii) removal of on-street parking on one side of the street;
- iii) sidewalk widths of 1.5 metres; and.
- iv) implementation of construction techniques that may be more labour-intensive, but could increase the likelihood of retaining more of the existing trees, while adding sidewalks; and,

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

Nays: (6): Mayor E. Holder, M. van Holst, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Passed (9 to 6)

Motion made by: S. Hillier

Seconded by: P. Van Meerbergen

That a twenty minute recess BE APPROVED.

Motion Passed

The Council recesses at 6:39 PM and resumes at 7:00 PM.

Motion made by: E. Pelozza

The motion to approve part b), is put.

b) the Civic Administration BE DIRECTED to move the proposed sidewalk on the West side of Imperial Road to the East side of Imperial Road;

it being noted that the delegations from the following individuals, with respect to this matter, were received:

- R. Standish
- S. Nazarian
- L. Dang
- P. Cobrin
- T. Hutchinson
- G. Pavlov
- L. Kari
- J. Menard
- J. Preston
- D. Cuthbert
- J. Cuthbert
- H. Post
- A.M. Grantham
- S. Skelton
- P. Traylen
- D. Gibbs
- B. Gibbs
- D. McCagherty
- J. P. New
- R. Rudell
- F. Lucente
- J. Lucente
- P. Hubert
- R. Tribe
- W. Handler
- J. McColl
- A. Harris-Schulz
- M. Mannering
- S. Connolly;

it being noted that the communications from the following individuals, with respect to this matter, were received:

- M. Box
- L. Savage
- N. Fulford
- C. Pawlowski
- P. and D. Hayman
- J. Klassen
- S. Franke
- P. and B. Traylen
- A. Kenzie
- J. and W. McGregor
- J. Kingsley
- G. Glinavs
- D. Waithe
- P. MacLennan
- V. Garfat
- S. Mahipaul
- C. Golder and K. Yano;

it being further noted that the resubmitted staff report dated February 9, 2021, with respect to this matter, was received (2021-T04).

Yeas: (11): S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, and E. Pelosa

Nays: (4): Mayor E. Holder, M. van Holst, A. Kayabaga, and S. Hillier

Motion Passed (11 to 4)

Motion made by: P. Squire
Seconded by: S. Lehman

That Item 2 (3.1) BE AMENDED by adding the following new part c):

c) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Abbey Rise (plus Scarlett connection to Wychwood) BE REMOVED from the approved road reconstruction project for the subject street;

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

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

Motion Passed (9 to 6)

Motion made by: P. Squire
Seconded by: P. Van Meerbergen

That Item 2 (3.1) BE AMENDED by adding the following new part d):

d) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Friars Way BE REMOVED from the approved road reconstruction project for the subject street;

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

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

Motion Passed (9 to 6)

Motion made by: P. Squire
Seconded by: E. Pelozza

That Item 2 (3.1) BE AMENDED by adding the following new part e):

e) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Doncaster Avenue and Doncaster Place BE REMOVED from the approved road reconstruction project for the subject street;

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

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

Motion Passed (9 to 6)

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

That Item 2 (3.1) BE AMENDED by adding the following new part f):

f) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Bartlett Crescent BE REMOVED from the approved road reconstruction project for the subject street;

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

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

Motion Passed (9 to 6)

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

That Item 2 (3.1) BE AMENDED by adding the following new part g):

g) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on St. Anthony Road BE REMOVED from the approved road reconstruction project for the subject street;

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

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

Motion Passed (9 to 6)

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

That Item 2 (3.1) BE AMENDED by adding the following new part h):

h) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Tarbart Terrace BE REMOVED from the approved road reconstruction project for the subject street;

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

Nays: (7): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozo, and A. Kayabaga

Motion Passed (8 to 7)

Motion made by: S. Hillier
Seconded by: P. Squire

That Item 2 (3.1) BE AMENDED by adding the following new part i):

i) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on East Afton Place BE REMOVED from the approved road reconstruction project for the subject street;

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

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

Motion Passed (9 to 6)

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

That Item 2 (3.1), as amended, BE APPROVED.

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

Nays: (3): M. Salih, J. Helmer, and S. Turner

Motion Passed (12 to 3)

Item 2 (3.1) as amended, reads as follows:

That the following actions be taken with respect to new sidewalks in 2021 infrastructure reconstruction projects:

a) the Civic Administration BE DIRECTED to consider the following:

- i) narrowing pavement widths to 6.5 metres (or as narrow as 6.0 metres, if necessary) in order to reduce the risk of destabilizing existing trees, as well as curb-facing sidewalks;
- ii) removal of on-street parking on one side of the street;
- iii) sidewalk widths of 1.5 metres; and.
- iv) implementation of construction techniques that may be more labour-intensive, but could increase the likelihood of retaining more of the existing trees, while adding sidewalks; and,

b) Civic Administration BE DIRECTED to move the proposed sidewalk on the West side of Imperial Road to the East side of Imperial Road;

it being noted that the delegations from the following individuals, with respect to this matter, were received:

- R. Standish
- S. Nazarian
- L. Dang
- P. Cobrin
- T. Hutchinson
- G. Pavlov
- L. Kari
- J. Menard
- J. Preston

- D. Cuthbert
- J. Cuthbert
- H. Post
- A.M. Grantham
- S. Skelton
- P. Traylen
- D. Gibbs
- B. Gibbs
- D. McCagherty
- J. P. New
- R. Rudell
- F. Lucente
- J. Lucente
- P. Hubert
- R. Tribe
- W. Handler
- J. McColl
- A. Harris-Schulz
- M. Mannering
- S. Connolly;

it being noted that the communications from the following individuals, with respect to this matter, were received:

- M. Box
- L. Savage
- N. Fulford
- C. Pawlowski
- P. and D. Hayman
- J. Klassen
- S. Franke
- P. and B. Traylen
- A. Kenzie
- J. and W. McGregor
- J. Kingsley
- G. Glinavs
- D. Waithe
- P. MacLennan
- V. Garfat
- S. Mahipaul
- C. Golder and K. Yano;

c) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Abbey Rise (plus Scarlett connection to Wychwood) BE REMOVED from the approved road reconstruction project for the subject street;

d) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Friars Way BE REMOVED from the approved road reconstruction project for the subject street;

e) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Doncaster Avenue and Doncaster Place BE REMOVED from the approved road reconstruction project for the subject street;

f) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located

on Bartlett Crescent BE REMOVED from the approved road reconstruction project for the subject street;

g) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on St. Anthony Road BE REMOVED from the approved road reconstruction project for the subject street;

h) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on Tarbart Terrace BE REMOVED from the approved road reconstruction project for the subject street;

i) notwithstanding the requirements set out in the London Plan and the warranted sidewalk program with respect to the installation of sidewalk infrastructure, the proposed new sidewalk to be located on East Afton Place BE REMOVED from the approved road reconstruction project for the subject street;

it being further noted that the resubmitted staff report dated February 9, 2021, with respect to this matter, was received (2021-T04).

Motion made by: P. Squire
Seconded by: J. Morgan

That a five minute recess BE APPROVED.

Motion Passed

8.3 4th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 4th Report of the Planning and Environment Committee BE APPROVED, excluding Item 13 (3.7).

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: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Advisory Committee on the Environment

Motion made by: P. Squire

That the 1st Report of the Advisory Committee on the Environment, from its meeting held on February 3, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Draft Masonville Secondary Plan

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the draft Masonville Secondary Plan:

- a) the draft Masonville Secondary Plan, appended as Appendix “A” to the staff report dated March 1, 2021, BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to circulate the draft Masonville Secondary Plan noted in a) above, to receive public input from the community and stakeholders;

it being noted that a public participation meeting will be held on March 29, 2021 before the Planning and Environment Committee to gather public feedback on the draft Masonville Secondary Plan; and,

it being further noted that that the input received through the above-noted public consultation processes, and the outcome of supporting studies, will be used to undertake informed revisions to the draft Masonville Secondary Plan and implementing Official Plan Amendment that will be prepared for the consideration at a future meeting of the Planning and Environment Committee. (2021-D09)

Motion Passed

4. (2.3) Z-1 Zoning By-law - Holding Provision Review

Motion made by: P. Squire

That on the recommendation of the Director, Development Services, the report dated March 1, 2021, entitled “Z-1 Zoning By-law – Holding Provision Review”, BE RECEIVED for information. (2021-D14)

Motion Passed

5. (2.4) Application - 973 Gainsborough Road - Removal of Holding Provision h-17 (Relates to Bill No. 124)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application of Betsy Mathew relating to the property located at 973 Gainsborough Road, the proposed by-law appended as Appendix “A” to the staff report dated March 1, 2021 BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Business District Commercial (h-17*BDC) Zone TO a Business District Commercial (BDC) Zone to remove the h-17 holding provision;

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

- the removal of the holding provision will allow for development in conformity with the Zoning By-law; and,
- Development Services Engineering has confirmed services are available for this site. The Development Agreement and accepted engineering plans will include provisions to ensure the site is

connected to the existing municipal water and sanitary sewer systems and therefore the h-17 provision is no longer required. (2021-D09)

Motion Passed

6. (2.5) Proposed Amendment to the Hamilton Road Business Improvement Area By-law (Relates to Bill No. 105)

Motion made by: P. Squire

That, on the recommendation of the City Clerk, the proposed by-law appended as Appendix "A" to the staff report dated March 1, 2021, being "A by-law to amend By-law C.P.-1528-486, as amended, being "A by-law to designate an area as an improvement area and to establish the board of management for the purpose of managing the Hamilton Road Business Improvement Area" by amending the Board of Management composition to provide for a Board comprised of six (6) to twelve (12) directors", BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021. (2021-C05)

Motion Passed

7. (3.1) 1st Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: P. Squire

That the following actions be taken with respect to the 1st Report of the Environmental and Ecological Planning Advisory Committee (EEPAC), from its meeting held on February 18, 2021:

- a) the above-noted report BE RECEIVED; it being noted that the Planning and Environment Committee received a delegation from S. Levin, Chair of EEPAC, regarding this matter; and,
- b) the Civic Administration BE REQUESTED to report back on the lessons learned from the relocation of the Wetland at 905 Sarnia Road; it being noted that the Planning and Environment Committee received the document entitled "Compensation Wetland Monitoring - 905 Sarnia Road".

Motion Passed

8. (3.2) Application - 6019 Hamlyn Street (Relates to Bill No. 125)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services the following actions be taken with respect to the application of Sifton Properties Limited relating to the property located at 6019 Hamlyn Street:

- a) the proposed by-law appended as Appendix "A" to the staff report dated March 1, 2021 BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 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 (UR4) Zone, a Holding Urban Reserve (h-2*UR4) Zone, and an Environmental Review (ER) Zone, TO:

- i) a Holding Residential R1 Special Provision (h*h-100*R1-3(_)) Zone;
- ii) a Holding Residential R1/R4 Special Provision (h*h-100*R1-3(_)/R4-3(_)) Zone;
- iii) a Holding Residential R4/R5/R6/R7/R8 Special Provision (h*h-100*h-155*R4-3(_)/R5-7(_)/R6-5(42)/R7(_)*D75*H20/R8-4(_)) Zone;
- iv) an Open Space Special Provision (OS1(3)) Zone; and
- v) an Open Space (OS5) Zone;

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting held with respect to the application for draft plan of subdivision of Sifton Properties Limited relating to a property located at 6019 Hamlyn Street; and

c) the Approval Authority BE ADVISED that the Municipal Council supports the Approval Authority issuing draft approval of the proposed plan of residential subdivision, submitted by Sifton Properties Limited (File No. 39T-18504), prepared by Monteith Brown Planning Consultants, and certified by Jason Wilband OLS, (Project No. 12-812, dated February 10, 2021), which shows ninety-three (93) single detached lots, two (2) medium density residential blocks, three (3) parkland blocks, three (3) open space blocks, one (1) SWM facility block, two (2) road widening blocks and six (6) 0.3 m reserve blocks, all served by three (3) local/neighbourhood streets (Street A, B, C) SUBJECT TO the conditions appended as Appendix "B" to the staff report dated March 1, 2021;

it being noted that the Municipal Council approves these applications for the following reasons:

- the proposed and recommended amendments are consistent with the Provincial Policy Statement, 2020 which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents;
- the proposed and recommended amendments conform to the in-force policies of The London Plan, including but not limited to Our Strategy, Our City and the Key Directions, as well as conforming to the policies of the Neighbourhoods and Environmental Review Place Type;
- the proposed and recommended amendments conform to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential designation, the Multi-Family Medium Density Residential designation, and the Environmental Review designation;
- the proposed and recommended amendments conform to the policies of the Southwest Area Secondary Plan;
- the proposed and recommended zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan, the 1989 Official Plan, and the Southwest Area Secondary Plan; and,
- the recommended draft plan supports a broad range of low and medium density residential development opportunities within the site including more intensive, mid-rise apartments along the Wonderland Road corridor. The Draft Plan has been designed to support these uses and to achieve an aesthetically-pleasing development that is pedestrian friendly, transit supportive and accessible to the surrounding community;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participating meeting record made oral submissions regarding these matters. (2021-D09)

Motion Passed

9. (3.3) 1389 Commissioners Road East - Summerside Subdivision (Relates to Bill No. 126)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Drewlo Holding Inc. relating to the lands located at 1389 Commissioners Road East within the Summerside Subdivision:

- a) the proposed by-law appended as Appendix "A" to the staff report dated March 1, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Residential R1 Special Provision (R1-3(7)) Zone, a Residential R1 (R1-4) Zone, and a Residential R1 Special Provision (R1-4(10)) Zone TO a Residential R1 (R1-2) Zone and a Residential R1 (R1-3) Zone; FROM a Residential R1 Special Provision (R1-3(7)) Zone TO a Holding Residential R6 Special Provision (h-1•R6-5()) Zone; and FROM a Holding Residential R6 (h-1•R6-5) Zone TO a Holding Residential R6 Special Provision (h-1•R6-5()) Zone;
- b) the Approval Authority BE ADVISED that there were no issues raised at the public meeting held with respect to the application for red-line revisions to Draft Plans of Subdivision by Drewlo Holding Inc. relating to the lands located at 1389 Commissioners Road East within the Summerside Subdivision; and,
- c) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed red-line revisions to the residential Draft Plans of Subdivision, SUBJECT TO the conditions contained in Appendix "B" #39T-92020 / 39T-92020-D appended to the staff report dated March 1, 2021;

it being noted that the Municipal Council approves these applications for the following reasons:

- the proposed red-line revisions 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 development of low and medium density forms of housing, including single detached dwelling lots, townhouse and cluster forms of housing taking place within the City's urban growth area and within previously draft-approved plans of subdivision. 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 increases community connectivity by eliminating cul-de-sacs;
- the proposed draft plan revisions 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 revisions 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 amendment is considered appropriate to facilitate the proposed lot adjustments, permits an appropriate increase in density to the medium density blocks, and maintains compatibility with the form and character of existing residential development in the surrounding neighbourhood;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participating meeting record made oral submissions regarding these matters. (2021-D12)

Motion Passed

10. (3.4) Application - 100 Fullarton Street

Motion made by: P. Squire

That the staff report dated March 1, 2021 entitled “100 Fullarton Street – Old Oak Properties Inc.”, BE RECEIVED; it being noted that the ~~attached~~ letter dated March 1, 2021 from Zelinka Priamo Ltd., agent for the Applicant, indicating the Applicant’s wish to withdraw the related Zoning By-law amendment request, was received and considered by the Planning and Environment Committee;

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

- H. Guizzetti
- J. Graydon
- S. Kopp
- B. McQuaid
- M. and B. Evans
- J. Manness
- S. Lunau
- J. Wombwell
- C. Jennings
- S. Miller
- B. Benedict
- M. Rooks
- G. Nicodemo
- M. van Diepen
- G. Priamo, Zelinka Priamo Ltd.
- W. and D. Cherwaty
- North Talbot Neighbourhood Association
- P. Davis (2021-P10/R01).

Motion Passed

11. (3.5) Demolition Request for Heritage Designated Property at 93-95 Dufferin Avenue by Old Oak Properties

Motion made by: P. Squire

That the following actions be taken with respect to the application by Old Oak Properties relating to the property located at 93-95 Dufferin Avenue:

a) the staff report dated March 1, 2021 entitled “Demolition Request for Heritage Designated Property at 93-95 Dufferin Avenue by Old Oak Properties”, BE RECEIVED; it being noted that the ~~attached~~ letter dated March 1, 2021 from Zelinka Priamo Ltd., agent for the Applicant, indicating the Applicant’s wish to withdraw the related request for demolition was received and considered by the Planning and Environment Committee; and

b) the request to demolish the buildings on the heritage designated property at 93-95 Dufferin Avenue, BE REFUSED for the following reasons:

i) the proposed demolition is contrary to the Provincial Policy Statement 2020 and is inconsistent with policies of The London Plan;

ii) the subject property continues to demonstrate significant cultural heritage value;

iii) the condition of the subject building does not sufficiently warrant the demolition of this heritage designated property;

iv) the demolition of the subject building will contribute to the continual loss of significant heritage buildings designed by Samuel Peters; and,

v) the proposed demolition of the building does not support previous commitments and confirm public expectations through an approved Bonus Zone that conserved the properties at 93-95 Dufferin Avenue;

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

- S. Woodward
- J. Grainger
- M. Rooks
- J. Fooks
- J. Boose
- T. Colbridge
- S. Bentley
- D. Lindsay
- R. McDowell
- J. McDowell
- N. Stevens
- G. Hodder
- M. Coles
- J. Jacobson
- T. Smith (2021-P10D/R01).

Motion Passed

12. (3.6) Application - 3924 Colonel Talbot Road (Relates to Bill No. 127)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Auburn Developments Ltd. pertaining to portions of the lands located at 3924 Colonel Talbot Road:

a) the proposed by-law appended as Appendix “A” to the staff report dated March 1, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 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 Open Space Special

Provision (h*OS5(9)) Zone TO an Open Space Special Provision (OS5(_)) Zone; FROM a Holding Residential R1 (h*R1-3) Zone TO a Holding Open Space (h*OS1) Zone; FROM a Holding Residential R1 (h*R1-3) Zone TO an Open Space (OS1/OS3) Zone; FROM a Holding Residential R1 (h*R1-13) Zone TO a Holding Residential R1(h*R1-3) Zone; FROM a Holding Residential R5/R6/R7 (h*R5-3/R6-5/R7*H15*D30) Zone TO a Holding Residential R4/R5/R6/R7 Special Provision (h*R4-6(_)/R5-3(_)/R6-5(_)/R7*H15*D30) Zone; FROM a Holding Residential R5/R6/R7 (h*R5-3/R6-5/R7*H15*D30) Zone TO a Holding Residential R4/R5/R6/R7 Special Provision (h*R4-6(_)/R5-3/R6-5/R7*H18*D30) Zone; FROM a Residential R1/R6 Special Provision (R1-3(7)/R6-5) Zone TO a Residential R1 Special Provision (R1-3(7) Zone; FROM a Holding Residential R5/R6/R7 (h*R5-3/R6-5/R7*H15*D30) Zone TO a Holding Residential R4/R5/R6 Special Provision (h*R4-6(_)/R5-3/R6-5) Zone; FROM a Holding Residential R1 (h*R1-3) Zone TO a Holding Residential R1/R4 Special Provision (h*R1-1/R4-6(_)) Zone; FROM a Holding Residential R1/R6 (h*R1-3/R6-5) Zone TO a Holding Residential R1/R4/R6 Special Provision (h*R1-3/R4-6(_)/R6-5) Zone; FROM a Holding Residential R1/R6 (h*R1-3/R6-5) Zone TO a Holding Residential R1/R4 Special Provision (h*R1-1/R4-6(_)) Zone; FROM a Holding Residential R5/R6/R7 (h*R5-3/R6-5/R7*H15*D30) Zone TO Holding Residential R1/R4 Special Provision (h*R1-1/R4-6(_)) Zone; FROM a Holding Residential R1/R4 (h*R1-13/R4-6) Zone TO a Holding Residential R1/R4 Special Provision (h*R1-1/R4-6(_)) Zone; FROM a Holding Residential R5/R6/R7/Office (h*h-54*R5-3/R6-5/7*H15*D30*OF) Zone TO a Holding Residential R4/R5/R6 Special Provision (R4-6(_)/R5-3/R6-5) Zone; FROM a Holding Residential R5/R6/R7/Office (h*h-54*R5-3/R6-5/R7*H15*D30*OF) Zone TO a Holding Residential R4/R5/R6/R7 Special Provision/Office (h*h-54*R4-6(_)/R5-3/R6-5/7*H24*D100*OF8(_)) Zone; FROM a Holding Residential R5/R6/R7/Office (h*h-54*R5-3/R6-5/R7*H15*D30*OF) Zone TO a Holding Open Space (OS1) Zone; FROM a Residential R1 (R1-16) Zone TO a Holding Residential R4/R5/R6/R7 Special Provision/Office (h*h-54*R4-6(_)/R5-3/R6-5/7*H24*D100*OF8(_)) Zone; FROM a Holding Residential R1/R6 (h*h-54*R1-3/R6-5) Zone TO a Holding Residential R1/R4/R6 Special Provision (h*h-54*R1-3/R4-6(_)/R6-5) Zone; FROM a Holding Residential R1 (h*R1-3) Zone TO a Holding Residential R1/R4 Special Provision (h*R1-3/R4-6(_)) Zone; FROM a Residential R1 (R1-5) Zone TO a Residential R1 (R1-4) Zone; Special provisions for the proposed R4-6(_) zone would include an exterior side yard setback to a collector road of 4.5m where rear lots abut and 3.5m front and exterior side yard adjacent to a roundabout;

b) the Approval Authority BE ADVISED that the Municipal Council supports the proposed red-line revisions to the draft-approved plan of subdivision as submitted by Auburn Developments Ltd., prepared by Archibald, Gray and McKay Engineering Ltd. (Project No: 161403241 dated May 15, 2020), which shows property realignment of single family residential Blocks 3, 4, 10, 11, 12, 13, 16, 17, 18, 19, 20, 22, 23, 28, 31 and 32, Medium Density Residential Blocks 38-41 and Block 43, Medium Density Residential Block 44, Park Blocks 46, 48 and 49 SUBJECT TO the conditions contained in Appendix "A-2" appended to the staff report dated March 1, 2021; and,

c) the Approval Authority BE ADVISED that the following issues were raised at the public meeting held with respect to the proposed red-line revisions to the draft plan of subdivision for Heathwoods Subdivision, as submitted by Auburn Developments Ltd.:

- traffic control on Colonel Talbot Road, Hayward Drive, Kilbourne Road; and,
- street naming of Kilbourne Road to Hayward Drive;

it being noted that the Municipal Council approves these applications for the following reasons:

- the recommended zoning amendments and revisions to draft plan of subdivision are considered appropriate and consistent with the Provincial Policy Statement 2020;
- the proposed and recommended amendments conform to the in-force policies of The London Plan, including but not limited the policies of the Neighbourhoods Place Type;
- the proposed and recommended amendments conform to the policies of the (1989) Official Plan, specifically Low Density Residential and Multi-Family, Medium Density Residential; and,
- the zoning and red-line revisions as proposed are compatible and in keeping with the character of the existing neighbourhood;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participating meeting record made oral submissions regarding this matter. (2021-D09)

Motion Passed

14. (3.8) Application - 345 Sylvan Street - File OZ-9297 (Relates to Bill No's. 103 and 129)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application Housing Development Corporation, London (HDC) relating to the property located at 345 Sylvan Street:

a) the proposed by-law appended as Appendix "A" to the staff report dated March 1, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend The London Plan to create a specific policy area that permits low-rise apartment building up to 3-storeys within the Neighbourhoods Place Type on the subject lands located at 345 Sylvan Street;

b) the attached revised by-law appended BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 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 Community Facility (CF5) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone;

it being noted that the revised by-law will contain an h-5 provision; and,

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issue through the site plan process:

- i) Screening to be achieved through the maintenance of existing perimeter trees throughout the development process, and with replacement, as needed;
- ii) Provision of secured bicycle parking;
- iii) Provision of fencing for privacy; and,
- iv) Maintenance of existing trees;

it being noted that the Municipal Council approves these applications for the following reasons:

- the proposed amendments are consistent with the Provincial Policy Statement 2020, which provides affordable housing through an infill development;
- the proposed amendments conform to the policies of The London Plan and implements the Key Directions of the Plan; and,
- the proposed Zoning By-law amendment conforms to the policies of The London Plan upon approval of the recommended amendment;

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

it being further noted that the Planning and Environment reviewed and received the following communications with respect to these matters:

- K. Wood and B. Turcotte, Housing Development Corporation (2021-D09/S11).

Motion Passed

15. (3.9) Core Area Community Improvement Plan (O-9257) - Core Area Community Improvement Plan Financial Incentive Program Guidelines (Relates to Bill No's. 101, 104, 106, 107, and 108)

Motion made by: P. Squire

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 Core Area Community Improvement Plan:

- a) the proposed by-law appended as Appendix "A" to the staff report dated March 1, 2021, being "A by-law to designate the Core Area Community Improvement Project Area", BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021;
- b) subject to the approval of a) above, the proposed by-law appended as Appendix "B" to the staff report dated March 1, 2021, being "A by-law to amend The London Plan for the City of London, 2016, relating to Map 8 in Appendix 1 (Maps) and the Core Area Community Improvement Project Area", BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021;
- c) subject to the approval of a) above, the proposed by-law appended as Appendix "C" to the staff report dated March 1, 2021, being "A by-law to adopt the Core Area Community Improvement Plan", BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021;
- d) subject to the approval of a) above, the proposed by-law appended as Appendix "D" to the staff report dated March 1, 2021, being "A by-law to establish financial incentives for the Core Area Community Improvement Area", BE INTRODUCED at the Municipal Council meeting to held on March 23, 2021; and,
- e) the proposed by-law appended as Appendix "E" to the staff report dated March 1, 2021, being "A by-law to amend C.P.-1467-175, as amended, being "A By-law to establish financial incentives for the Downtown Community Improvement Project Areas", by deleting in its entirety, Schedule 3 – The Boulevard Café Grant Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021;

it being noted that funding has been approved through the 2020-2023 Multi-Year Budget for the proposed Core Area Safety Audit Grant Program and Core Area Boulevard Café Grant Program, and that funding is available in the Community Improvement Plan Grant Reserve Fund to implement the proposed Core Area Sign Grant Program;

The Municipal Council supports these applications as the Core Area CIP meets the test for community improvement, as defined in the *Planning Act*. Furthermore, the adoption of the Core Area CIP and the amendment to *The London Plan* is consistent with the *Provincial Policy Statement, 2020* and is supported by policies of *The London Plan*;

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

it being further noted that the Planning and Environment reviewed and received the following communications with respect to these matters:

- G. A. Tucker
- C. Butler (2021-F11A/D19).

Motion Passed

16. (3.10) Application - 122 Base Line Road West - File SPA21-005

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Housing Development Corporation, London (HDC) relating to the property located at 122 Base Line Road West:

- a) the Approval Authority BE ADVISED that there were no issues raised at the public meeting with respect to the application for Site Plan Approval to permit the construction of a 61-unit apartment building; and
- b) the Approval Authority BE ADVISED that the Municipal Council supports the Site Plan Application;

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

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

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the

attached public participating meeting record made oral submissions regarding this matter. (2021-D09/S11)

Motion Passed

17. (4.1) 2nd Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

That the following action be taken with respect to the 2nd Report of the London Advisory Committee on Heritage for its meeting held on February 10, 2021:

a) the London Advisory Committee on Heritage recommends that the Planning and Environment Committee support the recommendation of the Director, Development Services, that the following actions be taken with respect to the application by Old Oak Properties relating to the property located at 93-95 Dufferin Avenue that the request to demolish the buildings on the heritage designated property at 93-95 Dufferin Avenue, BE REFUSED for the following reasons:

- i) the demolition runs contrary to the PPS-2020 and is inconsistent with policies of The London Plan;
- ii) the property continues to demonstrate significant cultural heritage value;
- iii) the condition of the building does not sufficiently warrant the demolition of this heritage designated property;
- iv) the demolition will contribute to the continual loss of significant heritage buildings designed by Samuel Peters;
- v) the demolition does not support previous commitments and confirm public expectations through an approved bonus zone that conserved the properties at 93-95 Dufferin Avenue; and,
- vi) the Chief Building Official BE ADVISED of Municipal Council's intention in this matter;

it being noted that a communication, dated November 4, 2020, from K. McKeating, Architectural Conservancy Ontario – London Region, and a verbal delegation from G. Priamo and H. Garrett, Zelinka Priamo Ltd., with respect to this matter, were received.

b) the London Advisory Committee on Heritage recommends that the Planning and Environment Committee support the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, that the application under Section 42 of the Ontario Heritage Act, seeking retroactive approval for alterations completed to the heritage designated property located at 330 St James Street, in the Bishop Hellmuth Heritage Conservation District, BE REFUSED;

it being noted that the alterations completed without Heritage Alteration Permit approval are contrary to the policies and guidelines of the Bishop Hellmuth Heritage Conservation District Plan and fail to conserve the heritage attributes of this heritage designated property;

it being further noted that a verbal delegation from P. Brown, with respect to this matter, was received.

c) the London Advisory Committee on Heritage recommends that the Planning and Environment Committee support 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 heritage designated property located at 179

Dundas Street, in the Downtown Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the storefront, including sign band, be re clad with smooth fiber cement board with a painted finish, as shown in the drawings included as Appendix C, as appended to the agenda; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed.

d) Clauses 3.1 to 4.1, inclusive and 5.3 to 6.1, inclusive, BE RECEIVED.

Motion Passed

13. (3.7) Application - 403 Thompson Road - File OZ-9290 (Relates to Bill No's. 102 and 128)

At 9:26 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 9:27 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Housing Development Corporation, London (HDC) relating to the property located at 403 Thompson Road:

- a) the proposed by-law appended as Appendix "A" to the staff report dated March 1, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend The London Plan to create a specific policy area which permits low-rise apartment building up to 4-storeys within the Neighbourhoods Place Type on the subject lands located at 403 Thompson Road;
- b) the proposed by-law appended as Appendix "B" to the staff report dated March 1, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 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 Neighbourhood Shopping Area (NSA1) Zone TO a Residential R9 Special Provision (R9-7(_))H14) Zone; and,
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) Provision of increased amenity space to support reduced unit sizing;
 - ii) Provision of perimeter trees along the south and southeast limits of the site to provide screening;
 - iii) If possible opportunities for additional parking can be explored with the applicant as the application moves forward;
 - iv) Provision of fencing; and,
 - v) Appropriate location of garbage storage to ensure consideration of adjacent neighbours;

it being noted that the Municipal Council approves these applications for the following reasons:

- the proposed amendments are consistent with the Provincial Policy Statement 2020, which provides affordable housing through an infill development;
- the proposed amendments conform to the policies of The London

Plan and implements the Key Directions of the Plan; and,
• the proposed Zoning By-law amendment conforms to the policies of The London Plan upon approval of the recommended amendment;

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

it being further noted that the Planning and Environment reviewed and received the following communications with respect to these matters:

• K. Wood and B. Turcotte, Housing Development Corporation (2021-D09/S11).

Yeas: (14): Mayor E. Holder, 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

Nays: (1): M. van Holst

Motion Passed (14 to 1)

8.4 5th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 5th Report of the Community and Protective Services Committee BE APPROVED, excluding Items 14 (3.3) and 15 (3.4).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

That the 1st Report of the Animal Welfare Advisory Committee, from its meeting held on February 4, 2021, BE RECEIVED.

Motion Passed

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

Motion made by: J. Helmer

That the 1st Report of the London Housing Advisory Committee, from its meeting held on February 10, 2021, BE RECEIVED.

Motion Passed

4. (2.3) 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: J. Helmer

That the 1st Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on February 18, 2021, BE RECEIVED.

Motion Passed

5. (2.4) Upgrade the Computer Aided Dispatch (CAD) System 9.3 to 9.4 and Migrate to OnCall Analytics

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, subject to the advice of the Fire Chief and the Deputy Fire Chief, the following actions be taken with respect to the staff report dated March 2, 2021, related to an Upgrade to the Computer Aided Dispatch (CAD) System 9.3 to 9.4 and the Migration to OnCall Analytics:

- a) the "Fixed Price Statement of Work" submitted by Intergraph Canada Ltd., doing business as Hexagon Safety & Infrastructure division, 10921-14 Street NE, Calgary, Alberta, T3K 2L5, BE ACCEPTED for the upgrade of software for the Computer Aided Dispatch from version 9.3 to 9.4 and the migration from the existing Intergraph Business Intelligence to Hexagon OnCall Analytics – Dispatch Advantage at a total purchase price of \$282,014 (excluding HST) in accordance with section 14.4(d) of the Procurement of Goods and Services Policy;
- b) the financing for this purchase BE APPROVED in accordance with the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the purchase;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, agreement or having a Purchase Order relating to the subject matter of this approval; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required. (2021-A03)

Motion Passed

6. (2.5) Sole Source Award for the Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated March 2, 2021, related to the Sole Source Award for the Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan:

- a) a contract BE AWARDED to Atlohsa Family Healing Services for the period of April 1, 2021 to March 31, 2022, at a maximum annual allocation of \$990,000, to implement the actions in The

Giwetashkad Indigenous Homelessness Strategic Plan with an option to renew for up to five additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability through the City of London, and/or other funding sources;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,

c) the approval hereby given BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreement with Atlohsa Family Healing Services. (2021-S14)

Motion Passed

7. (2.6) 2021-2022 Homeless Prevention Program Funding Allocations - Single Source Procurement (#SS21-09)

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the revised staff report dated March 2, 2021, as appended to the Added Agenda, related to the 2021-2022 Homeless Prevention Program Funding Allocations for the Single Source Procurement (#SS21-09):

a) the Single Source Purchase of Service Agreements BE APPROVED, as set out in the Homeless Prevention 2021-2022 Program Proposed Ontario Community Homeless Prevention Initiative Allocations, as appended to the above-noted staff report;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,

c) the approval given, herein, BE CONDITIONAL upon The Corporation of the City of London entering into Purchase of Service Agreements with the above-noted Agencies. (2021-S14)

Motion Passed

8. (2.7) A New Provincial-Municipal Vision for Social Assistance

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the staff report dated March 2, 2021, with respect to A New Provincial-Municipal Vision for Social Assistance, BE RECEIVED. (2021-S04)

Motion Passed

9. (2.8) Suppressing Crime - Theft of Gasoline and Scrap Metal

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated March 2, 2021, with respect to Suppressing

Crime and the Theft of Gasoline and Scrap Metal, BE RECEIVED.
(2021-P01)

Motion Passed

10. (2.9) Property Standards Related Demolitions (Relates to Bill No. 94)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated March 2, 2021, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021, to approve the demolition of abandoned buildings located at the municipal addresses of 152 Adelaide Street North, 10 Centre Street and 1420 Hyde Park Road, in the City of London, and the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and Building Code Act. (2021-P01/P10D)

Motion Passed

11. (2.10) Back to Business By-law Extension

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, and the Managing Director, Environmental and Engineering Services and City Engineer, the Managing Directors and designates BE DELEGATED authority in regulations related to business reopening supportive actions, including business application and permit processing procedures, until December 31, 2021 in the following By-laws: Business Licence By-law, Streets By-law, Traffic and Parking By-law, Sign By-law, Parks and Recreation By-law, Sound By-law, Building By-law and Council Policy By-law; it being noted that the staff report dated March 2, 2021, with respect to this matter, was received (2021-S12/S08)

Motion Passed

12. (3.1) Update on the United Nations Safe Cities and Safe Public Spaces Initiative (Safe Cities London)

Motion made by: J. Helmer

That, on the recommendation of the Director, Service, Innovation and Performance, with the concurrence of the City Manager, the following items with respect to an Update on the United Nations Safe Cities and Safe Public Spaces Initiative (Safe Cities London), BE RECEIVED:

- the staff report dated March 2, 2021, as appended to the Agenda;
 - the Safe Cities London Scoping Study, dated March 2020, from Anova, as appended to the Agenda;
 - the revised Safe Cities London Action Plan 2021-2024, from Anova and the City of London, as appended to the Added Agenda;
- and,

- the presentation, dated March 2, 2021, as appended to the Agenda;

it being noted that a presentation from R. Wilcox, Director, Service, Innovation and Performance and Dr. A. Trudell, Anova, was received with respect to this matter. (2021-S12)

Motion Passed

13. (3.2) Vacant Buildings By-law Review (Relates to Bill No's. 96 and 97)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated March 2, 2021, related to the Vacant Buildings By-law Review:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend By-law No. A-35, being "A by-law to regulate vacant buildings"; and,

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to designate By-law No. A-35, being "A by-law to regulate vacant buildings" and add a related penalty schedule;

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

it being noted that the communication from A. Miller, By E-mail, was received with respect to this matter. (2021-P01/R01)

Motion Passed

16. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at February 22, 2021, BE RECEIVED.

Motion Passed

14. (3.3) Property Standards By-law Review (Relates to Bill No's. 95, 98, and 100)

At 9:31 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 9:32 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

Motion made by: J. Helmer

That the following actions be taken with respect to the staff report dated March 2, 2021, related to the Property Standards By-law Review:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to repeal and replace By-law CP-16, being “A by-law prescribing standards for the maintenance and occupancy of property”;
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend By-law No. A-6653-121, being “A by-law to establish the positions of Hearings Officer”; and,
- c) the revised ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-6” for the Property Standards By-law.
- d) the Civic Administration BE DIRECTED to review the Residential Rental Units Licensing By-law CP-19, as amended, and report back at a future meeting of the Community and Protective Services Committee on the possibility of expanding the regulations to include rental units contained in apartment buildings, stacked townhouses and townhouses and to incorporate the following requirements for all rental units:
 - all new and existing rental units be licensed, regardless of the type of unit;
 - random inspections of rental units and building be undertaken to ensure compliance with the City’s Property Standards By-law and other regulations to prevent the deterioration and disrepair of rental units; and,
 - the establishment of a complaint reporting system that is accessible to tenants;
- e) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a draft Terms of Reference for the establishment of a Tenant/Landlord Taskforce that would include representation from tenants, London Property Management Association, and other community stakeholders, including, but not limited to Lifespin, to develop an action plan to address enforcement of property standards by-law matters and health concerns within the City of London’s jurisdiction, including developing educational material to assist individuals with navigating the enforcement process and communicating with the Province of Ontario with respect to concerns identified with respect to potential legislative changes to address the concerns;

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

it being noted that communications from the following individuals were received with respect to this matter:

- Councillors A. Kayabaga and M. Salih – Resubmitted from the February 9, 2021 Agenda;
- Hagen, By E-mail;
- O’Brien, Drewlo Holdings Inc.; and,
- Hoffer, Cohen Highley Lawyers. (2021-P01)

Motion made by: S. Lewis
Seconded by: P. Squire

That parts a), b) and c) BE AMENDED to read as follows and the remaining parts be renumbered accordingly:

a) the proposed by-law to prescribe standards for the maintenance and occupancy of property; the Hearing Officers By-law; and the Administrative Monetary Penalty System By-law as they relate to the Property Standards By-law review, BE REFERRED back to the Civic Administration to undertake further stakeholder consultation and report back to the May 11, 2021 Community and Protective Services Committee with the results of the additional consultation;

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

Motion Passed (15 to 0)

Motion made by: J. Helmer

The motion to approve parts d) and e) is put.

d) the Civic Administration BE DIRECTED to review the Residential Rental Units Licensing By-law CP-19, as amended, and report back at a future meeting of the Community and Protective Services Committee on the possibility of expanding the regulations to include rental units contained in apartment buildings, stacked townhouses and townhouses and to incorporate the following requirements for all rental units:

- all new and existing rental units be licensed, regardless of the type of unit;
- random inspections of rental units and building be undertaken to ensure compliance with the City's Property Standards By-law and other regulations to prevent the deterioration and disrepair of rental units; and,
- the establishment of a complaint reporting system that is accessible to tenants;

e) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a draft Terms of Reference for the establishment of a Tenant/Landlord Taskforce that would include representation from tenants, London Property Management Association, and other community stakeholders, including, but not limited to Lifespin, to develop an action plan to address enforcement of property standards by-law matters and health concerns within the City of London's jurisdiction, including developing educational material to assist individuals with navigating the enforcement process and communicating with the Province of Ontario with respect to concerns identified with respect to potential legislative changes to address the concerns;

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

it being noted that communications from the following individuals were received with respect to this matter:

- Councillors A. Kayabaga and M. Salih – Resubmitted from the February 9, 2021 Agenda;
- Hagen, By E-mail;
- O'Brien, Drewlo Holdings Inc.; and,
- Hoffer, Cohen Highley Lawyers. (2021-P01)

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)

Item 14 (3.3), as amended, reads as follows:

That the following actions be taken with respect to the Property Standards By-law Review:

- a) the proposed by-law to prescribe standards for the maintenance and occupancy of property; the Hearing Officers By-law; and the Administrative Monetary Penalty System By-law as they relate to the Property Standards By-law review, BE REFERRED back to the Civic Administration to undertake further stakeholder consultation and report back to the May 11, 2021 Community and Protective Services Committee with the results of the additional consultation;
- b) the Civic Administration BE DIRECTED to review the Residential Rental Units Licensing By-law CP-19, as amended, and report back at a future meeting of the Community and Protective Services Committee on the possibility of expanding the regulations to include rental units contained in apartment buildings, stacked townhouses and townhouses and to incorporate the following requirements for all rental units:
 - all new and existing rental units be licensed, regardless of the type of unit;
 - random inspections of rental units and building be undertaken to ensure compliance with the City's Property Standards By-law and other regulations to prevent the deterioration and disrepair of rental units; and,
 - the establishment of a complaint reporting system that is accessible to tenants;
- c) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a draft Terms of Reference for the establishment of a Tenant/Landlord Taskforce that would include representation from tenants, London Property Management Association, and other community stakeholders, including, but not limited to Lifespin, to develop an action plan to address enforcement of property standards by-law matters and health concerns within the City of London's jurisdiction, including developing educational material to assist individuals with navigating the enforcement process and communicating with the Province of Ontario with respect to concerns identified with respect to potential legislative changes to address the concerns;

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

it being noted that communications from the following individuals were received with respect to this matter:

- Councillors A. Kayabaga and M. Salih – Resubmitted from the February 9, 2021 Agenda;
- Hagen, By E-mail;
- O'Brien, Drewlo Holdings Inc.; and,
- Hoffer, Cohen Highley Lawyers. (2021-P01)

15. (3.4) Tow Truck Business and Impound Yard Storage Business Licence By-law Amendment (Relates to Bill No's. 99 and 109)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated March 2, 2021, related to the Tow Truck Business and Impound Yard Storage Business Licence By-law Amendment:

- a) the revised ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend By-law No. L.-131-16, being "A by-law to provide for the Licensing and Regulation of Various Businesses;
- b) the revised ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to provide for an amended Penalty Schedule "A-5" for the Business Licensing By-law for the categories of Tow Truck Business and Impound Yard Storage Business;

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

it being noted that the communications dated February 10, 2021 and February 26, 2021, from T. Wong, CAA, were received with respect to this matter. (2021-P09)

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)

8.5 4th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 4th Report of the Corporate Services Committee BE APPROVED, excluding Item 11 (2.9).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2021 Debenture Issuance

Motion made by: M. Cassidy

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

a) the Civic Administration BE AUTHORIZED to proceed with the issuance of debentures in the capital markets upon favourable market conditions to provide permanent financing for capital works in an amount not to exceed \$23,000,000; and,

b) the Civic Administration BE INSTRUCTED to schedule and convene an appropriately timed special Corporate Services Committee meeting upon successful placement of the City's debt in the capital markets to ensure adequate time for Council approval while adhering to the necessary financial settlement requirements.

Motion Passed

3. (2.4) Public Sector Salary Disclosure Act Report for Calendar Year 2020

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated March 1, 2021 with respect to the Public Sector Salary Disclosure Act Report for the calendar year 2020 BE RECEIVED for information.

Motion Passed

4. (2.5) 2020 Statement of Remuneration and Expenses for Elected and Appointed Officials

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the reporting of the 2020 statement of remuneration and expense for elected and appointed officials:

a) in accordance with Section 284 of the Municipal Act, 2001, the Statements of Remuneration and Expenses for Elected and Appointed Officials, Appendix "A" and "B", as appended to the staff report dated March 1, 2021, BE RECEIVED for information;

b) in accordance with the City Council resolution of March 2012, the annual report on the Mayor's Office's expenditures BE RECEIVED for information; and,

c) in accordance with the City Council Travel and Business

Expenses Policy, the Statement of Travel Expenses for Senior Administration Officials, Appendix “C” and “D”, as appended to the staff report dated March 1, 2021, BE RECEIVED for information.

Motion Passed

5. (2.7) Demolition – City-Owned Properties - 92 Wellington Road, 686 Adelaide Street North and 688 Adelaide Street North

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Major Projects and the Director, Roads and Transportation, on the advice of the Manager of Realty Services, the following actions be taken with respect to the City-owned properties at 92 Wellington Road, 686 Adelaide Street North and 688 Adelaide Street North, as outlined in the staff report dated March 1, 2021, with respect to this matter:

- a) the subject properties BE RECOMMENDED for demolition; and,
- b) the Civic Administration BE DIRECTED to take all necessary steps to demolish the subject buildings, including completing a request for quotation for work to be completed, obtaining a demolition permit and any other activities to facilitate demolition of the improvements on the sites detailed in the above-noted report;

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

Motion Passed

6. (2.8) Declare Surplus – Portion of City-Owned Property – 330 Thames Street

Motion made by: M. Cassidy

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 property, being Parts of Lot 24 and 25, South of West King Street, further described as Part 2, Plan 33R-7407, in the City of London, County of Middlesex, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property (“Surplus Lands”) BE OFFERED for sale to the abutting property owner at fair market value, in accordance with the City’s Sale and Other Disposition of Land Policy.

Motion Passed

7. (2.10) Report on Association of Municipalities of Ontario Board Advocacy

Motion made by: M. Cassidy

That the communication dated February 19, 2021 from Councillor A. Hopkins with respect to the report on Association of Municipalities of Ontario Board Advocacy BE RECEIVED.

Motion Passed

8. (2.2) Single Source Procurement SS21-08 Infrastructure Managed Services and Core Upgrade for Emergency Communications System

Motion made by: M. Cassidy

That, on the recommendation of the City Manager, the following actions be taken, with respect to the Infrastructure Managed Services and Lifecycle Maintenance for the Emergency Communications System;

- a) the proposal submitted by L3 Harris Technologies, 5-2895 Argentia Road, Mississauga, Ontario, L5N 8G6 for the provision of an Infrastructure Managed Service Agreement BE APPROVED for the term of seven (7) years with three (3) additional one year options to renew for the annual price of \$278,625.00 (HST excluded), in accordance with sections 14.4 d. and 14.4 e. of the Procurement of Goods and Services Policy, it being noted that this operational expense has been accommodated in the 2020-2023 Multi-Year Operating budget;
- b) the proposal submitted by L3 Harris Technologies for upgrade of the City's existing VIDA Premier Core Network Switching Centre BE APPROVED for the purchase price of \$741,000.00 (HST excluded), in accordance with sections 14.4 d. and 14.4 e. of the Procurement of Goods and Services Policy;
- c) the financing for the lifecycle maintenance portion of the proposal noted in b) above, BE APPROVED as set out in the Sources of Financing Report as appended to the staff report as Appendix "A";
- d) the approval given herein in a) and b) above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory terms and conditions with L3 Harris Technologies, to the satisfaction of the City Manager;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with parts a) and d) above; and,
- f) the approval hereby given BE CONDITIONAL upon The Corporation of the City of London entering into a formal contract, agreement or having a purchase order relating to the subject matter of the approval set out e) above.

Motion Passed

9. (2.3) 2020 Annual Update on Budweiser Gardens

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the 2020

Annual Report on Budweiser Gardens attached to the staff report dated March 1, 2021 as Appendix "B" BE RECEIVED for information.

Motion Passed

10. (2.6) 2021 Tax Policy Expectations

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated March 1, 2021 regarding the 2021 tax policy expectations BE RECEIVED for information.

Motion Passed

12. (4.1) Application - Issuance of Proclamation - Sikh Heritage Month

Motion made by: M. Cassidy

That based on the application dated February 3, 2021, from Guru Nanak Mission Society, the month of April, 2021 BE PROCLAIMED Sikh Heritage Month.

Motion Passed

11. (2.9) Review of Ward Boundaries

At 10:40 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and take a seat at the Council Board.

At 10:44 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

Motion made by: M. Cassidy

That the following actions be taken with respect to the Ward Boundaries Review:

a) the report dated March 1, 2021 entitled "Review of Ward Boundaries", BE RECEIVED;

b) the Civic Administration BE DIRECTED to report back on a governance model that contemplates Ten Wards to provide an opportunity for the Municipal Council to evaluate this model against the current Fourteen Ward system; and,

c) the Civic Administration BE DIRECTED to report back on potential changes to the existing Fourteen Ward system that would result in a more balanced population between the Wards;

it being noted that the reviews outlined in b) and c) above would be undertaken based on the guidelines set out in Council Policy 5(35) Review of Ward Boundaries.

Motion made by: J. Morgan

Seconded by: A. Hopkins

That pursuant to section 11.10 of the Council Procedure By-law, the Council Meeting BE PERMITTED to proceed beyond 11:00 PM.

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

The motion to approve part a) is put.

That the following actions be taken with respect to the Ward Boundaries Review:

a) the report dated March 1, 2021 entitled "Review of Ward Boundaries", BE RECEIVED;

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

Motion Passed (15 to 0)

Motion made by: M. Cassidy

The motion to approve part b) is put.

b) the Civic Administration BE DIRECTED to report back on a governance model that contemplates Ten Wards to provide an opportunity for the Municipal Council to evaluate this model against the current Fourteen Ward system; and,

Yeas: (5): M. van Holst, S. Lewis, J. Morgan, S. Lehman, and S. Hillier

Nays: (10): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, P. Squire, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga

Motion Failed (5 to 10)

Motion made by: M. Cassidy

The motion to approve part c) is put.

c) the Civic Administration BE DIRECTED to report back on potential changes to the existing Fourteen Ward system that would result in a more balanced population between the Wards;

it being noted that the review would be undertaken based on the guidelines set out in Council Policy 5(35) Review of Ward Boundaries.

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

Nays: (4): J. Helmer, P. Squire, S. Turner, and E. Pelozza

Motion Passed (11 to 4)

Item 11(2.9), as amended, reads as follows:

That the following actions be taken with respect to the Ward Boundaries Review:

a) the report dated March 1, 2021 entitled "Review of Ward Boundaries", BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to report back on potential changes to the existing Fourteen Ward system that would result in a more balanced population between the Wards;

it being noted that the review outlined in b) above would be undertaken based on the guidelines set out in Council Policy 5(35) Review of Ward Boundaries.

8.6 6th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 6th Report of the Strategic Priorities and Policy Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Transition Plan Progress Report - Housing Development Corporation, London (HDC)

Motion made by: J. Morgan

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the Managing Director, Corporate Services and the City Treasurer, Chief Financial Officer, and concurrence of the Managing Director, Corporate Services and City Solicitor that the following actions be taken with respect to the proposed restructuring of the Housing Development Corporation, London (HDC), next steps and timelines:

a) the staff report dated March 9, 2021 titled "Transition Plan Progress Report – Housing Development Corporation, London (HDC)", BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to work and report back on the recommendations to winding up the Housing Development Corporation, (HDC) London when it has been confirmed that all commitments and functions of the HDC have been assumed by the City.

Motion Passed

3. (2.2) 2021 Assessment Growth Funding Allocation

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the 2021 Assessment Growth Funding Allocation Report BE RECEIVED for information; it being noted that the Strategic Priorities and Policy Committee received a communication dated February 26, 2021 from C. Butler with respect to this matter.

Motion Passed

4. (5.1) Service Review: Audit and Accountability Fund Applications and Single Source 21-14 Procurement Process Assessment Review (Relates to Bill No. 93)

Motion made by: J. Morgan

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

a) the staff report dated March 9, 2021, entitled "Service Review: Audit and Accountability Fund Applications and Single Source 21-14 Procurement Process Assessment Review" BE RECEIVED for information; it being noted that the City of London is receiving funding through the Province of Ontario's Audit and Accountability Fund to undertake the following reviews:

- i) City of London Procurement Process Assessment Review, and;
- ii) City of London Parking Services Service Integration and Digital Modernization Review;

b) the proposed by-law as appended to the staff report dated March 9, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 23, 2021 to:

- i) approve the Ontario Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for the provision of funding to retain an independent third-party reviewer to undertake a procurement process assessment review;
- ii) approve the Ontario Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing for the provision of funding to retain an independent third-party reviewer to undertake a parking services integration and digital modernization review;
- iii) authorize the Mayor and Clerk to execute both Ontario Transfer Payment Agreements; and
- iv) authorize the City Treasurer to approve and sign any reports

required by the Province pursuant to the Ontario Transfer Payment Agreements;

c) a Single Source Procurement (SS 21-14) in accordance with section 14.4(e) of the Procurement of Goods and Services Policy BE AWARDED to Ernst & Young LLP (EY) to conduct the Procurement Process Assessment Review for the City of London at their proposed fee of \$170,000 (excluding HST); and,

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

Motion Passed

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Hillier

Seconded by: E. Pelozza

That Introduction and First Reading of Bill No.'s Bill No. 90 to 129, excluding Bill No.'s 95, 98 and 100, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: J. Helmer

Seconded by: A. Hopkins

That Second Reading of Bill No.'s 90 to 129, excluding Bill No.'s 95, 98 and 100, 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. Lewis

That Third Reading and Enactment of Bill No.'s 90 to 129, excluding Bill No.'s 95, 98 and 100, 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

4. Council, In Closed Session

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

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

4.1 Solicitor-Client Privilege / Litigation or Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal ("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/4/PEC)

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. (6.1/4/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. (6.2/4/CSC)

4.4 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 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. (6.3/4/CSC)

4.5 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual with respect to employment-related matters and advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.1/6/SPPC)

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

The Council convenes, In Closed Session, at 11:05 PM, with Mayor E. Holder in the Chair and all Members participating.

At 11:19 PM, Councillor M. Salih leaves the meeting.

At 11:25 PM, Council resumes into public session, with Mayor E. Holder in the Chair with all Members participating, except Councillor M. Salih.

9. Added Reports

9.1 5th Report of Council in Closed Session

Motion made by: J. Morgan

Seconded by: P. Squire

1. Partial Property Acquisition – 952 Southdale Road West, Southdale Road West Road Improvements Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the property located at 952 Southdale Road West, further described as Part Lot 49, Concession 1, Part 1, Plan 33R-20893, in the City of London, County of Middlesex, being part of PIN 08432-0237, as shown on the location map attached, for the purpose of future road improvement to accommodate the Southdale Road West Improvements Project, the following actions be taken:

a) the offer submitted by 1739626 Ontario Limited. (the “Vendor”), to sell the subject property to the City, for the sum of \$148,500.00, BE ACCEPTED, subject to the City agreeing to pay the Vendor’s reasonable legal, including fees, disbursements and applicable taxes, as incurred to complete this transaction; and,

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

2. Offer to Purchase Industrial Land, MH Holdings Inc. – Trafalgar Industrial Park, Phase III

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City-owned industrial land located in Trafalgar Industrial Park, Phase III, containing an area of approximately 3.5 acres and municipally known as 12 Swiftsure Court, legally described as Part of Lot 3, Plan 33M-239, designated as Parts 1, 2, and 4, Plan 33R-19904, in the City London, being all of PIN 08129-0192, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by MH Holdings Inc. (the “Purchaser”) to purchase the subject property from the City, at a purchase price of \$227,500.00, reflecting a sale price of \$65,000.00 per acre, subject to the conditions as set out in the Agreement BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

Motion made by: J. Morgan

Seconded by: S. Lehman

3. Property Acquisition – 88 Wellington Road South – Wellington Gateway Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Major Projects, on the advice of the Manager of Realty Services, with respect to the property located at 88 Wellington Road South, further described as Part Lot 25, Broken Front Concession, Geographic Township of Westminster, as in Inst. No. 611376, being all of PIN 08357-0084 (LT), containing an area of approximately 6,040 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by Arlene Cochrane (the “Vendor”), to sell the subject property to the City, for the sum of \$455,500.00 BE ACCEPTED, subject to the terms and conditions set out in Schedule “A” of the Agreement attached as Appendix “C”; and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): M. Salih

Motion Passed (12 to 1)

Motion made by: S. Hillier

Seconded by: S. Lehman

That Introduction and First Reading of Added Bill No.’s 130 to 131, inclusive, BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (13 to 0)

Motion made by: S. Turner

Seconded by: A. Kayabaga

That Second Reading of Added Bill No.’s 130 to 131, inclusive, BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

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

That Third Reading and Enactment of Added Bill No.'s 130 to 131, inclusive, BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

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

That Introduction and First Reading of Bill No. 132, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): M. Salih

Motion Passed (12 to 1)

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

That Second Reading of Bill No. 132, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): M. Salih

Motion Passed (12 to 1)

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

That Third Reading and Enactment of Bill No. 132, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): M. Salih

Motion Passed (12 to 1)

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

That Introduction and First Reading of Bill No. 89, BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

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

That Second Reading of Bill No. 89, BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

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

That Third Reading and Enactment of Bill No. 89, BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

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

Bill	By-law
Bill No. 89	By-law No. A.-8071-70 – A by-law to confirm the proceedings of the Council Meeting held on the 23rd day of March, 2021. (City Clerk)
Bill No. 90	By-law No. A.-8072-71 – A by-law to approve and authorize the Agreement between Her Majesty the Queen in right of the Province of Ontario represented by the Minister of Transportation for the Province of Ontario (the “Ministry”) and The Corporation of the City of London (the “City”) for the construction of the Dingman Drive bridge. (2.4/3/CWC)
Bill No. 91	By-law No. A.-8073-72 – A by-law to approve and authorize the execution of Amending Agreement No. 2 to the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London. (2.12/3/CWC)
Bill No. 92	By-law No. A.-8074-73 – A by-law to approve and authorize the execution of the Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario and the City of London for the reimbursement of funds under the Safe Restart Agreement – Phase 2 Municipal Transit Funding. (5.1/4/CWC)
Bill No. 93	By-law No. A.-8075-74 – A by-law to approve and authorize the execution of two Ontario Transfer Payment Agreements between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Municipal Affairs and Housing and the City of London for the provision of funding for two projects under this intake of the Audit and Accountability Fund. (5.1/6/SPPC)
Bill No. 94	By-law No. A.-8076-75 – A by-law to approve demolition of abandoned buildings with municipal addresses of 152 Adelaide Street North, 10 Centre Street, and 1420 Hyde Park Road. under the Property Standards provisions of the Building Code Act. (2.9/5/CPSC)
Bill No. 96	By-law No. A-35-21001 – A by-law to amend By-law No. A-35 being “A by-law to regulate vacant buildings” (3.2a/5/CPSC)

Bill No. 97	By-law No. A-54-21003 – A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to designate By-law No. A-35 being “A by-law to regulate vacant buildings” (3.2b/5/CPSC)
Bill No. 99	By-law No. A-54-21004 – A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-5” for the Business Licensing By-law for the categories of Tow Truck Business and Impound Yard Storage Business. (3.4b/5/CPSC)
Bill No. 101	By-law No. C.P.-1467(j)-76 – A by-law to amend C.P.-1467-175, as amended, being “A By-law to establish financial incentives for the Downtown Community Improvement Project Areas” by deleting in its entirety, Schedule 3 – The Boulevard Café Grant Guidelines. (3.9e/4/PEC)
Bill No. 102	By-law No. C.P.-1512(af)-77 – A by-law to amend The London Plan for the City of London, 2016 relating to relating to 403 Thompson Road. (3.7a/4/PEC)
Bill No. 103	By-law No. C.P.-1512(ag)-78 – A by-law to amend The London Plan for the City of London, 2016 relating to relating to 345 Sylvan (3.8a/7/PEC)
Bill No. 104	By-law No. C.P.-1512(ah)-79 – A by-law to amend The London Plan for the City of London, 2016, relating to Map 8 in Appendix 1 (Maps) and the Core Area Community Improvement Project Area. (3.9b/4/PEC)
Bill No. 105	By-law No. C.P.-1528(b)-80 – A by-law to amend By-law C.P.-1528-486, as amended, being “A by-law to designate an area as an improvement area and to establish the board of management for the purpose of managing the Hamilton Road Business Improvement Area” by amending the Board of Management composition to provide for a Board comprised of six (6) to twelve (12) directors. (2.5/4/PEC)
Bill No. 106	By-law No. C.P.-1557-81 – A by-law to designate the Core Area Community Improvement Project Area. (3.9a/4/PEC)
Bill No. 107	By-law No. C.P.-1558-82 – A by-law to adopt the Core Area Community Improvement Plan. (3.9c/4/PEC)

Bill No. 108	By-law No. C.P.-1559-83 – A by-law to establish financial incentives for the Core Area Community Improvement Project Area. (3.9d/4/PEC)
Bill No. 109	By-law No. L.-131(d)-84 – A by-law to amend By-law No. L.-131-16 entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”. (3.4a/5/CPSC)
Bill No. 110	By-law No. L.S.P.-3476(c)-85 – A by-law to amend By-law No. L.S.P.-3476-474, as amended, entitled, “A by-law to designate 660 Sunningdale Road East to be of cultural heritage value or interest” to correct the legal description of the subject property. (City Clerk)
Bill No. 111	By-law No. L.S.P.-3489-86 – A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Fanshawe Park Road / Richmond Street Intersection Improvements Project. (City Engineer)
Bill No. 112	By-law No. PS-113-21060 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.7/3/CWC)
Bill No. 113	By-law No. PS-113-21061 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.8b/3/CWC)
Bill No. 114	By-law No. S.-6109-87 – A by-law to rename the portion of “Darlington Place” from Kettering Place southward to Lot 9, Concession 1, Part 2 of Reference Plan 33R-19902, within Registered Plan 33M-773 to “Barn Swallow Place”. (2.13/3/CWC)
Bill No. 115	By-law No. S.-6110-88 – A by-law to permit 2745787 Ontario Inc. to maintain and use a boulevard parking area upon the road allowance for 316 Horton Street East, City of London. (City Clerk)
Bill No. 116	By-law No. S.-6111-89 – A by-law to assume certain works and services in the City of London. (Foxwood Crossing Subdivision Phase 3; Plan 33M-709) (City Engineer)
Bill No. 117	By-law No. S.-6112-90 – A by-law to assume certain works and services in the City of London. (Matthews Hall Subdivision; Plan 33M-595) (City Engineer)

Bill No. 118	By-law No. S.-6113-91 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Colonel Talbot Road south of Pack Road; and as widening to Pack Road west of Colonel Talbot Road) (Chief Surveyor - for road widening purposes on Colonel Talbot Road, pursuant to Site Plan SPA20-021 and in accordance with Zoning By-law Z.-1)
Bill No. 119	By-law No. S.-6114-92 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway (as widening to Westmount Hills Drive north of Tobin Court) (Chief Surveyor - for road widening purposes on Dundas Street registered as Instrument No. ER1340931 pursuant to Consent B.004/19 and in accordance with Zoning By-law Z.-1)
Bill No. 120	By-law No. S.-6115-93 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wellington Road south of Bradley Avenue) (Chief Surveyor – for road widening purposes on Wellington Road registered as Inst. No. ER1264609, pursuant to SPA19-058 and in accordance with Zoning By-law Z.-1)
Bill No. 121	By-law No. S.-6116-94 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Oxford Street West, west of Wharncliffe Road North) (Chief Surveyor - dedication as public highway)
Bill No. 122	By-law No. S.-6117-95 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Blackwell Boulevard) (Chief Surveyor - for unobstructed legal access throughout the Subdivision)
Bill No. 123	By-law No. W.-5654(a)-96 – A by-law to amend by-law No. W.-5654-291 entitled, “A by-law to authorize the 2019-2023 Active Transportation Project. (Project No. TS173919).” (2.8/2/CWC)
Bill No. 124	By-law No. Z.-1-212909 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 973 Gainsborough Road. (2.4/4/PEC)
Bill No. 125	By-law No. Z.-1-212910 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 6019 Hamlyn Street. (3.2/4/PEC)

Bill No. 126	By-law No. Z.-1-212911 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1389 Commissioners Road East. (3.3/4/PEC)
Bill No. 127	By-law No. Z.-1-212912 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3924 Colonel Talbot Rd. (3.6/4/PEC)
Bill No. 128	By-law No. Z.-1-212913 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 403 Thompson Road. (3.7b/4/PEC)
Bill No. 129	By-law No. Z.-1-212914 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 345 Sylvan Street. (3.8b/4/PEC)
Bill No. 130	(ADDED) By-law No. A.-8077-97 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and MH Holdings Inc., for the sale of the City owned industrial land, municipally known as 12 Swiftsure Court, legally described as being Part of Lot 3, Plan 33M- 239, designated as Parts 1, 2, and 4, Plan 33R-19904; being all of PIN 08129-0192, containing approximately 3.5 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/4/CSC)
Bill No. 131	(ADDED) By-law No. A.-8078-98 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1739626 Ontario Limited, for the partial acquisition of a portion of the property located at 952 Southdale Road West, in the City of London, for the Southdale Road West Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/4/CSC)
Bill No. 132	(ADDED) By-law No. A.8079-99 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Arlene Cochrane for the full acquisition of the property located at 88 Wellington Road South, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/4/CSC)

14. Adjournment

Motion made by: P. Squire

Seconded by: S. Lewis

That the meeting BE ADJOURNED.

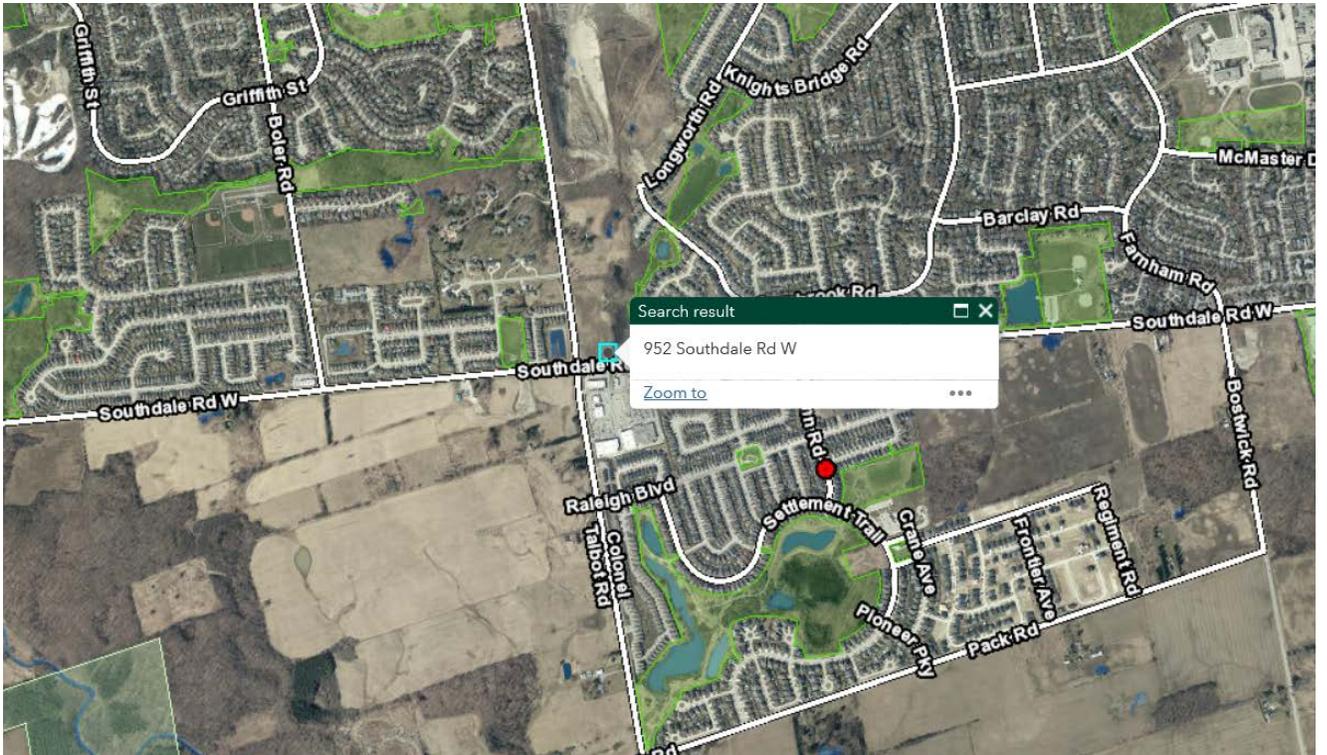
Motion Passed

The meeting adjourned at 11:46 PM.

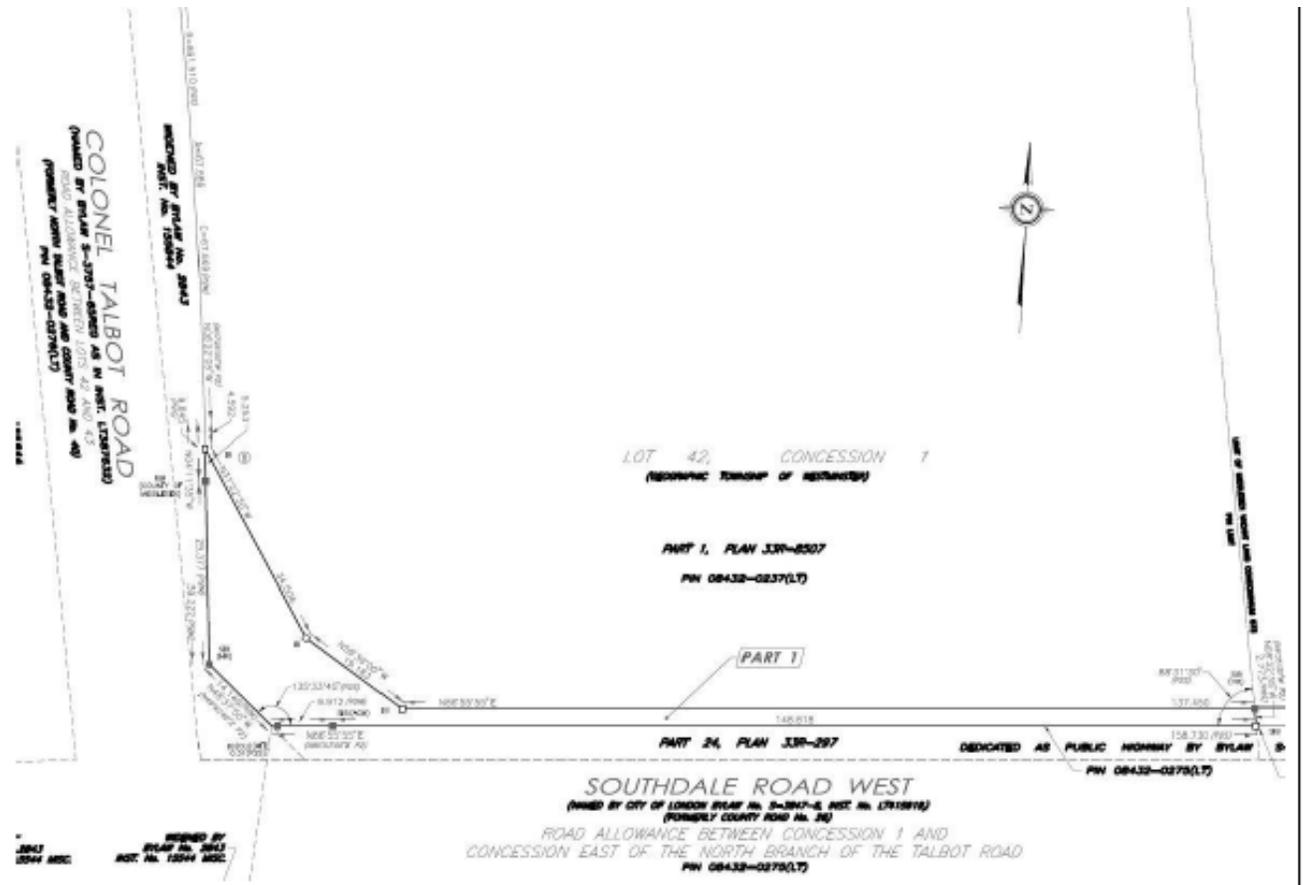
Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B – Location Map



952 Southdale Road West (Parent Parcel)



Appendix A – Source of Financing Report

Appendix "A" Confidential

#21025

March 1, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition
952 Southdale Road West - Southdale Road West Improvements Project
(Subledger LD210031)
Capital Project TS1629-1 - Southdale Road West - Bostwick to Pine Valley
173962 Ontario Limited - \$148,500.00 (excluding HST)

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 Budget, and that, subject to the approval of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with 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:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	493,482	493,482	0	0
Land Acquisition	528,655	373,787	154,868	0
Construction	84,247	22,659	0	61,588
Utilities	0	0	0	0
City Related Expenses	14,015	14,010	0	5
Total Expenditures	\$1,120,399	\$903,938	\$154,868	\$61,593

Sources of Financing

Debenture By-law No. W.-5618-64	97,067	78,314	13,417	5,336
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	1,023,332	825,624	141,451	56,257
Total Financing	\$1,120,399	\$903,938	\$154,868	\$61,593

Financial Note:

Purchase Cost	\$148,500
Add: Legal Fees etc.	2,500
Add: Land Transfer Tax	1,210
Add: HST @13%	19,630
Less: HST Rebate	<u>-16,972</u>
Total Purchase Cost	<u>\$154,868</u>

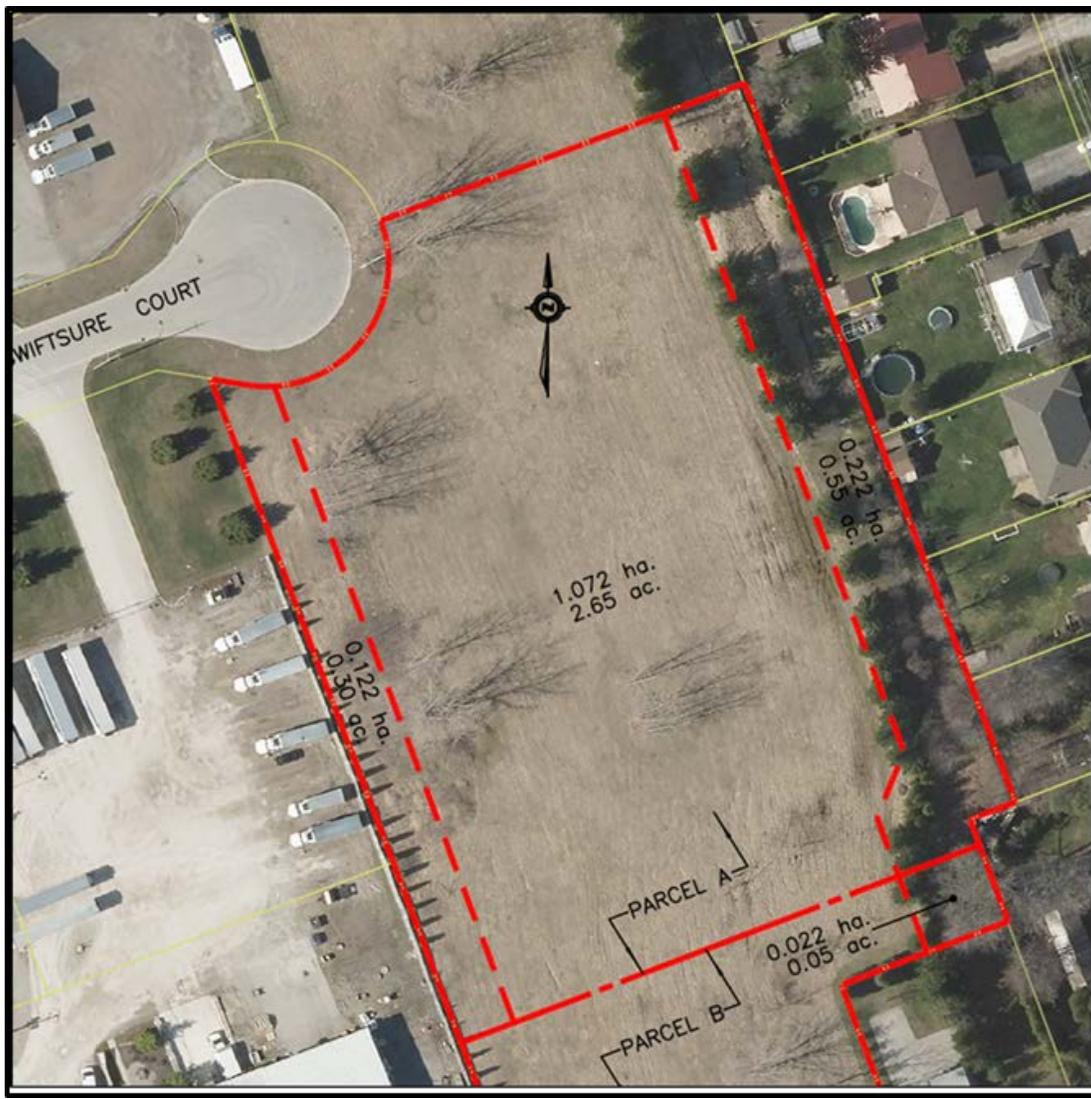
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.


Jason Davies
Manager of Financial Planning & Policy

km

Appendix A – Location Map and Aerial Diagram

TRAFALGAR INDUSTRIAL PARK PHASE III



Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the _____ day of _____, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

MH HOLDINGS INC.

Address: 6147 Duford Drive, Mississauga, Ontario, L5V 1A6

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **Trafalgar Industrial Park Phase III**, in the City of London, in the County of Middlesex, containing **3.5 acres**, more or less subject to survey, Municipally known as 12 Swiftsure Court, and being composed of **Part of Lot 3 on Plan 33M- 239, Designated as Parts 1, 2, & 4 on Plan 33R-19904; London, being all of PIN 08129-0192** and shown outlined on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Two Hundred and Twenty Seven Thousand Five Hundred Dollars (\$227,500.00)
of lawful money of Canada calculated at the rate of

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

The Purchaser submits

Twenty Two Thousand Seven Hundred and Fifty Dollars (\$22,750.00)
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

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

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

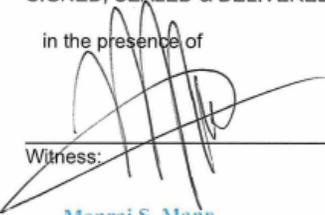
16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 30th day of March, 2021, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 4 day of FEBRUARY, 2021.

SIGNED, SEALED & DELIVERED

in the presence of

Witness:


Manraj S. Mann
Barrister, Solicitor & Notary Public
218 Export Blvd - Suite 307
Mississauga, Ontario
T: 905-956-7700
F: 647-557-8748

) MH HOLDINGS INC.

) Purchaser

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

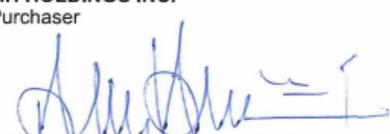
)

)

)

)

)


Signature of Signing Officer
Awais Haleem
I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red" and "Site Map"
Schedule "D" attached - "Additional Terms and Conditions"
Schedule "E" attached - "Location Map Showing Buffer"
Schedule "F" attached - "Municipal Services Easement"

Realtor: Mohamed Salim Unya, Broker
Specialist, Commercial Real Estate
HomeLife Maple Leaf Realty Ltd.
80 Eastern Ave Unit # 3 Brampton ON L6W 1X9

SCHEDULE "A"

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

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

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section:	Trafalgar Industrial Park, Phase III
Lot & Conc./Part No./Block, etc.; Acres:	Part Lot 3, Plan 33M-239; Parts 1,2, & 4 on Plan 33R-19904 (3.5 acres)
Name, Address, Postal Code of Purchaser:	MH Holdings Inc., 6147 Duford Drive Mississauga, Ontario, L5V 1A6
Local Company: Yes No	
Intended Use of Building - (Describe):	Manufacturing and Warehousing MH Insulated Panels
Major Industrial Classification of User:	Manufacturing / Warehousing of Finished Products
List of Products Manufactured/Handled:	MH Insulated Panels Specializing in Refrigeration Products
Number of Employees Anticipated:	25-50 (Full Time)
Number of Square Feet of Building Proposed:	25,000 sq. ft.
Number of Square Feet in Property Purchase:	152,460 sq. ft.
Proposed Building Coverage as % of Lot Area:	16.4 percent (16.4%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Manraj Mann, B.A. (Hons), LL. B Barrister and Solicitor info@manrajlaw.ca
Telephone:	(905)-956-7700

Purchaser's Executive Completing this Form:
Awais Haleem
Director
MH Holdings Inc.



(signature)
I have authority to bind the Corporation

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "B"

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

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

CLASS 1 SALE

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

CLASS 2 SALE

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

CLASS 3 SALE

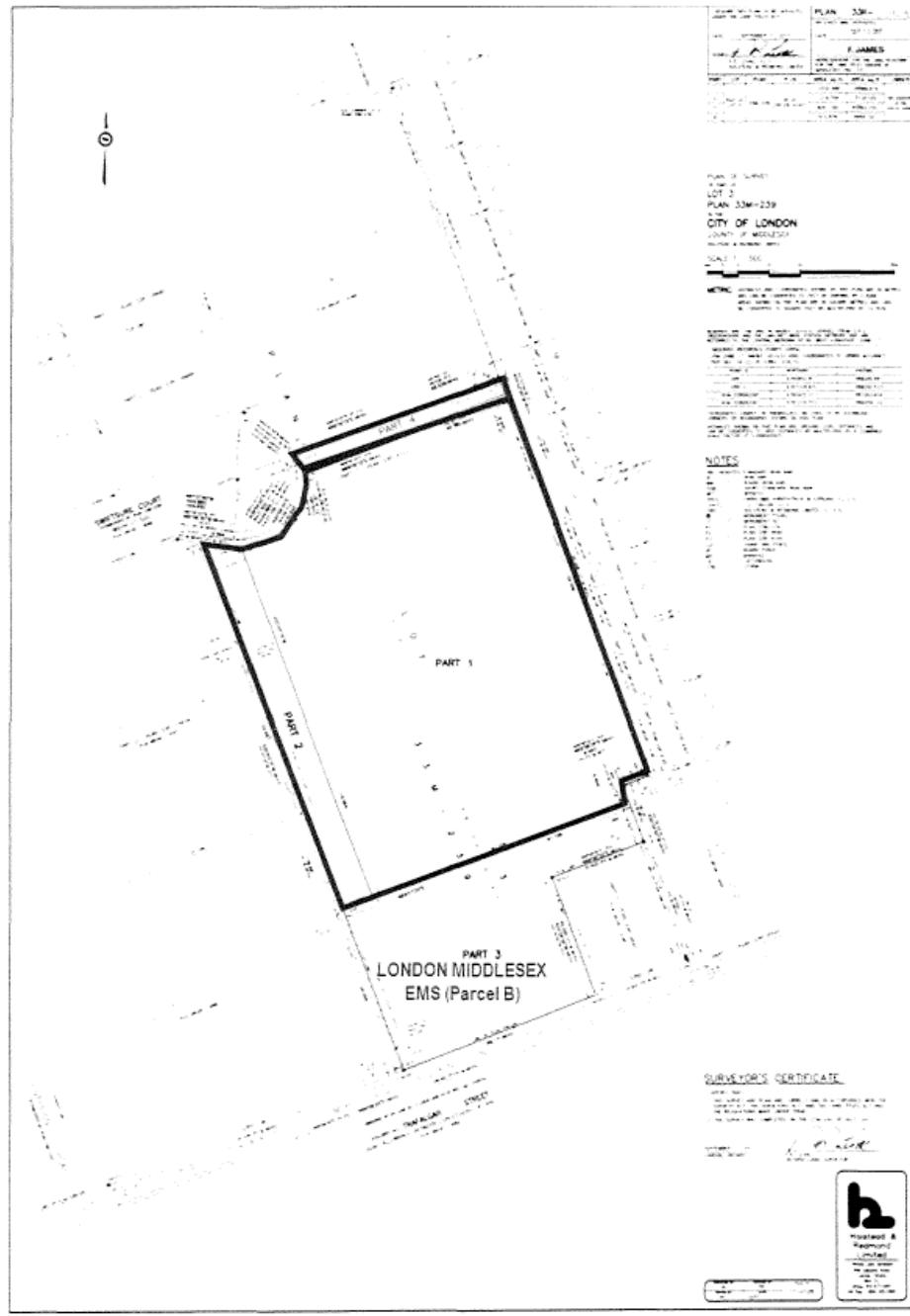
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section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

GENERAL

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

SCHEDULE "C"

Plan 33R-19904



SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

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

Paramountcy of Schedule "D"

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

Assignment of Agreement

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

Requirement for Sewage Sampling Manholes

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

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Municipal Services and Roadway Easements

The Purchaser agrees to transfer to the Vendor a municipal services easement as shown in Schedule "F", for nominal consideration over the portion of lands described as Part 4 in Plan 33R-19904 which is shown highlighted in yellow on the plan attached hereto as Schedule "C" and other lands if deemed necessary. This condition shall survive and not merge on the completion of this transaction.

Trafalgar Industrial Park Subdivision Agreement Conditions

In accordance with the Trafalgar Industrial Park Phase III Subdivision Agreement, the Purchaser acknowledges and agrees that (a) open storage, loading areas and truck idling and parking areas will not

be located in yards that abut residential lands. Outdoor areas devoted to employee parking are not subject to this requirement (b) Purchaser will assume responsibility, in perpetuity, for the maintenance of the wooden privacy fence along their easterly boundary (the "Fence") (c) the Purchaser will maintain, in perpetuity, a 50 foot buffer zone which includes the Fence, existing landscaping and existing trees and tree plantings (which collectively is referred to as the "Buffer") from the abutting residential lands. The Purchaser acknowledges and agrees that (a) no development is permitted within the Buffer (b) the existing trees along and within the vicinity of the easterly property limit are not to be removed. The Buffer is approximately 0.55 acres and shown highlighted in green in schedule "E".

Notwithstanding this provision above, the Purchaser shall be subject to the standard site plan and permitting process by the City which may include, but not limited to, approvals through UTRCA, MOECC, and other deemed necessary and zoning regulations. The Purchaser acknowledges and agrees to accept the property "as is".

Purchaser Condition – Feasibility of Intended Use

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

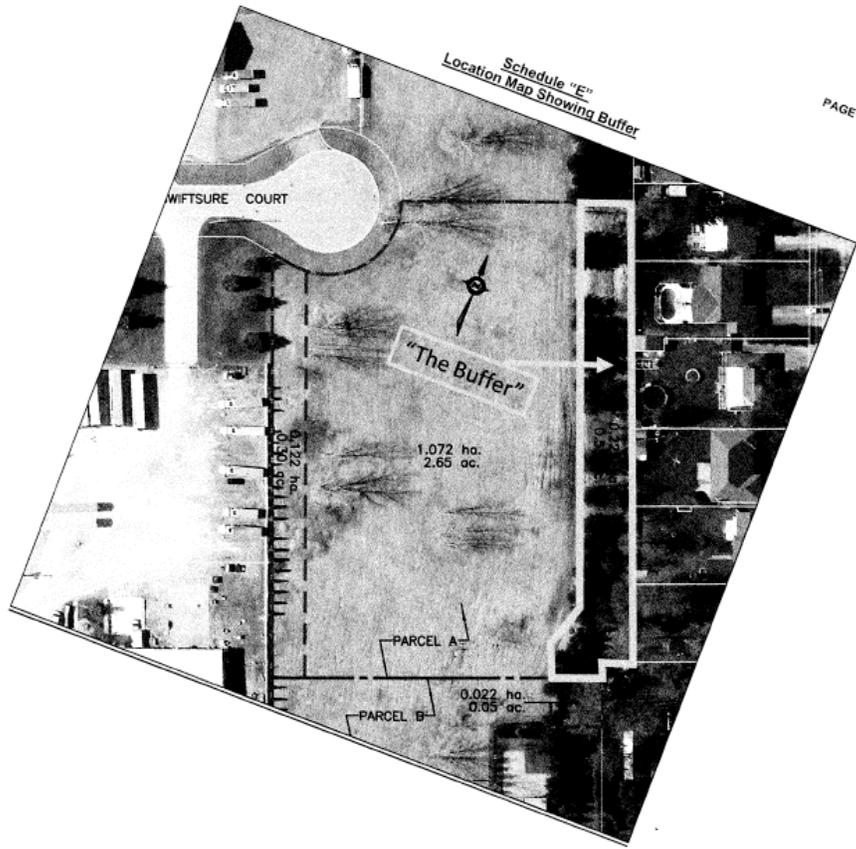
Real Estate Commission

If the name of a realtor and real estate firm is noted at the bottom of Page 3 of this Agreement, in addition to the Purchaser's signature(s), then the Vendor shall acknowledge that the real estate agent is properly involved in this Agreement of Purchase and Sale, and pay a fee to the agent upon completion of the transaction, as per Attachment "C" of By-law No. A.-6151-17, Schedule A. No fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

Attachment "C" of By-law No. A.-6151-17, Schedule A, entitled Real Estate Commissions for Industrial Land, states that the fee payable to real estate agents is as follows:

- (a) Transactions up to \$100,000 – 5%,
- (b) Transactions up to \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000
- (c) Transactions over \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000, and 2% above \$200,000 for remainder.

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON



Schedule "F"
Municipal Services Easement

THIS EASEMENT made this ____ day of _____, 2006.

BETWEEN:

[____TRANSFEROR____]

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act, S.O. 2001, c. 25*, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as [____DESCRIPTION____] (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development

Schedule "F" Cont'd
Municipal Services Easement

approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

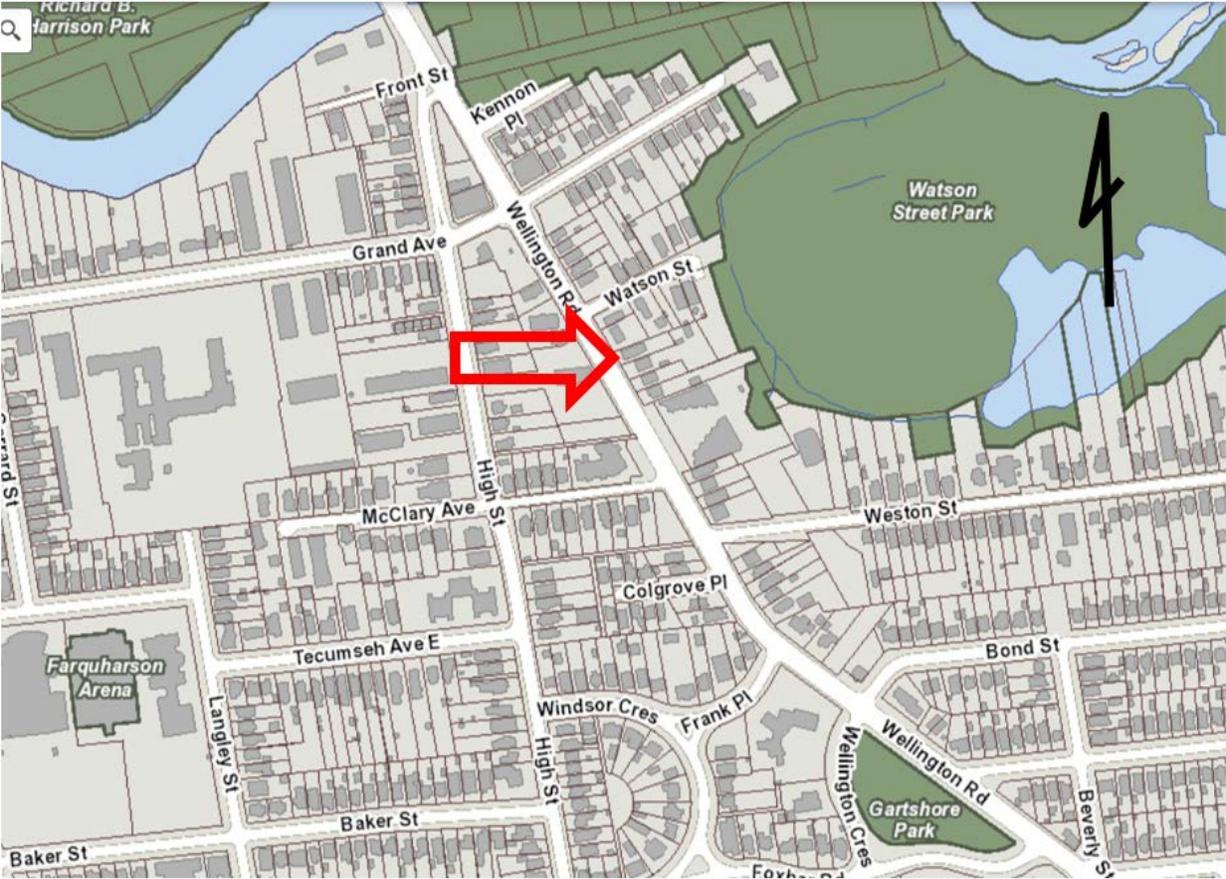
THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

Appendix B – Location Map

88 Wellington Road South



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: ARLENE COCHRANE

REAL PROPERTY:

Address: 88 Wellington Road, London, ON

Location: East side of Wellington Road, South of Watson Street

Measurements: approximately 565 m²/ 6081.6 ft²

Legal Description: Part of Lot 25, Broken Front Concession, Geographic Township of Westminster, City of London, County of Middlesex, as in Instrument No. 611376, being all of PIN 08357-0084 (LT), (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR HUNDRED AND FIFTY-FIVE THOUSAND FIVE HUNDRED DOLLARS CDN (\$455,500.00) 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 **March 26, 2021**, after which date, if not accepted by Council, 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 **March 19, 2021**, (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 **March 31, 2021**. 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:** The 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 restrictions and encumbrances, except as otherwise specifically provided in this Agreement. 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 the

6.3

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, the 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.

I, the undersigned Vendor agree to the above offer.

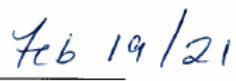
SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.



Witness



Arlene Cochrane



Date

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

6.3

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 _____, 2021.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

VENDOR'S LAWYER: Greg Clark, 680 Waterloo Street, London, ON N6A 3V8, 519-660-7704

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$22,775.00, upon completion of this transaction.
7. **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 upon completion as set out in section 20 of the *Expropriations Act*.
8. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to One Thousand Dollars (\$1,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.

Appendix A – Source of Financing Report

Appendix "A" Confidential

#21029

March 1, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 88 Wellington Road South
Wellington Gateway Project
(Subledger LD210027)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Arlene Cochrane

Finance and Corporate Services Report on the Sources of Financing:

Finance and Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with concurrence of the Director, Major Projects, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	4,086,163	504,998	6,468,739
Total Expenditures	\$11,059,900	\$4,086,163	\$504,998	\$6,468,739

Sources of Financing

Capital Levy	1,157,204	427,538	52,838	676,828
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	3,658,625	452,160	5,791,911
Total Financing	\$11,059,900	\$4,086,163	\$504,998	\$6,468,739

Financial Note:

Purchase Cost	\$455,500
Add: Legal Fees etc.	35,275
Add: Land Transfer Tax	5,585
Add: HST @13%	63,801
Less: HST Rebate	<u>-55,163</u>
Total Purchase Cost	<u>\$504,998</u>

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davies
Manager of Financial Planning & Policy

lp

Re: Request to Amend Public Notice Policy

Dear Members of Council,

A request was introduced at the Corporate Services Committee on March 29, 2020 to adjust the Public Notice Policy to include a public notice for new municipal parking lots.

Currently:

- New municipal parking lots are not required to adhere to site specific zoning regulations. Therefore, new municipal parking lots do not require a zone change and hence do not require a public notice and public participation meeting;
- Private parking lots require a zoning change and a public notice and a public participation meeting;
- Private/public parking lots with the City of London are not required to adhere to site specific zoning and therefore do not need a zoning change and hence a public notice and public participation meeting.

The request is that all new parking lots affiliated with the City of London require at least a public notice and ideally a public participation meeting.

The rationale for this request is attached with the delegation of Ms. Valastro at the CSC on March 29, 2020.

The amendment is necessary regardless of whether the demand for municipal parking lots and private/public parking lots is currently high or low. The amendment is being requested to ensure a public process whenever a new municipal parking is being considered.

Thank You

AnnaMaria Valastro

133 John Street, Unit 1

London, Ontario N6A 1N7

From: CHRISTINE S

Sent: Tuesday, March 30, 2021 9:39 AM

Subject: [EXTERNAL] bi-directional bike lanes on Dundas Place

HI Civic Works Committee, City of London Mayor and Councillors,

The following comments are on the proposed pilot project from a cyclists perspective. I'm an experienced cyclist and I bike most places, often to run errands at the western fair market, visit restaurants downtown and the Wortley Village and for recreation on the TVP and the country roads. "The pilot aims to provide **safe connections for all road users** while supporting downtown businesses through upcoming construction". The London Plan Direction #6 states "Place a new emphasis on creating attractive mobility choices". Attractive mobility choices means **safe**.

I have never felt safe cycling through Dundas place. I do not understand why the proposed pilot plan while King St is closed shows cycling lanes between moving vehicles and parking spaces - this is unsafe. a collision and injury is bound to happen and this is not what Downtown London needs right now. Why is there so much priority placed on parking spaces on dundas place when there is an enormous quantity of parking spaces around Dundas Place, including at surface lots and underground spaces at the market. Downtown London is basically a giant parking lot!

Please provide a safe connection for cyclists. Actually implement the active transportation policies of the OP!

I would encourage Councillors, City staff and CW committee members to cycle down Dundas place during rush hour to experience the "safety" they claim to provide.

My hope is that bi-directional bike lanes will be provided on the north side of the road, one way vehicle lane and then parking on the south side. This seems like the only road design that implements "safe connections for all road users".

Thank you for your time,

Christine Strupat
89 Forward Ave



April 8, 2021

Mayor Ed Holder and City Council Members
City of London
300 Dufferin Ave
London, ON
N6A 4L9

Re: 2021 Core Construction Mitigation - Dundas Place

Your Worship and Members of City Council,

Downtown London has worked extensively with our members and City staff to engage in consultation on the proposed eight-month mitigation solutions for King Street construction and changes being proposed on Dundas Place this year. Our direct outreach to members identified a variety of responses, from somewhat supportive to strong opposition to any changes on Dundas Place. This matter has unfortunately resulted in divisive conversations in our community, and we would like to share our views on a way forward that supports both commerce and active transportation in the core.

We can all agree that our goal is to be inclusive, not exclusive, and that safe and green transportation solutions are welcome in the core and throughout our City. Our members value the cyclists in our community and want to ensure their safety. Our concern is that the mitigation solution recommended by City staff, though well intended, will not satisfy any of the stakeholders and will have a negative impact on this commercial corridor making it a difficult choice to make.

We are writing today to respectfully request that Council considers making the choice that will have the least impact on commerce for our members along the Dundas Place corridor. In our view, that is Option 3 - Traffic Diversion, with potential amendments to the plan that may have an impact on the estimated cost. With that said we would like to see the area along Ridout Street blocked with large planters instead of cement blocks. Our goal is to enhance the overall attractiveness of the temporary blocking mechanisms proposed. We welcome the opportunity to work with City staff to develop a solution that would enhance the diversion and add to the appeal of Dundas Place.

Finally, early community engagement as well as collaborative approaches focusing on solutions that can help achieve collective goals of diverse stakeholders and those of the City's transportation and mobility master plan should be considered in the future, rather than those that could be seen as selective and/or temporary.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Maly".

Barbara Maly
Executive Director

A handwritten signature in black ink, appearing to read "Andrew McClenaghan".

Andrew McClenaghan
Board Chair

From: Arch Angelus Sturaitis
Sent: Friday, March 26, 2021 2:06 PM
To: PEC <pec@london.ca>
Cc: Squire, Phil <psquire@london.ca>; Helmer, Jesse <jhelmer@london.ca>
Subject: [EXTERNAL] Sturaitis properties in Old East Village-request to be placed on Agenda for review

Planning and Environmental Committee
Chair, Councillor Phil Squire

Dear Councillor Phil Squire:

I have received City of London, NOTICE OF PLANNING APPLICATION, Official Plan Amendment, Old East Village CIP-Measures and Indicators File: O-9285.

Your Committee meets Monday, March 29, 2021 to discuss the file (O-9285). I am submitting for your review and consideration issues outlined below:

I am the owner of the following properties in Old East London:

425 Rectory Street
419 Rectory Street
417 Rectory Street
415 Rectory Street
800 King Street
796 King Street
794 King Street

In the above-mentioned Official Plan Amendment's map attachment, these properties for some reason have been excluded.

Why are these properties conspicuously carved out and strangely, not included in the plan?

Why does the bottom borderline for Section #2 not continue as it started all along King Street in a straight line to join up with the bottom line of Section #3 in your map?

Particularly, please note: Why are none of my properties included in the map Section indicated #2?

Why is this the case? What is the reasoning and policy determination as such, that consequently serves to exclude my property in this very odd way?

Also, it should be noted that your map is inaccurate as some of the properties directly opposite mine on Rectory Street (between Dundas and King) are also cut out from the #3 Section of the map. Here, it is important to note - the dwellings indicated in that section of the map are not presently there. In fact, all but one of those shown has been razed and incorporated into Western Fair. Are you using an outdated map?

Again, the essential question to which I seek response and explanation: Why are my properties not included in the Old East Village Improvement Project boundary?

With this letter and points raised herein, I ask that you please forward this issue to come before the five City Councillors on your Committee. I have previously reached out and made this issue known to my Councillor, Jesse Helmer.

Further, please place this as an Agenda Item to go before Council on April 13, 2021: I am requesting City Administration Staff to formally undertake a review of the Old East Village Community Improvement Project boundary with a view to revise and include my property.

Sincerely,
Arch

Arch Angelus Sturaitis
c/o 1515 North Victoria Park Road
Fort Lauderdale, FL 33304-1319



Zelinka Priamo Ltd.

LAND USE PLANNERS

March 25, 2021

sent via email

Planning and Environment Committee
The Corporation of the City of London
300 Dufferin Avenue
London, ON
N6A 4L1

**Re: Zoning By-law Amendment Application
1414 Dundas Street
London, ON**
Our File: OOP/LON/19-03

We are the planning consultants working on behalf of the Humane Society London & Middlesex ('Humane Society') for the proposed new Humane Society headquarters and kennel facility at 1414 Dundas Street (the 'subject lands').

We are generally supportive of the staff recommendation to permit the new Humane Society community hub on the subject lands. As we have provided in our submission materials, this is a highly valuable and desirable use for these lands which has already received significant public support.

However, we would like to draw the Committee's attention to one of the staff proposed special regulations which would prohibit parking between the building and the treed allée adjacent to the west of the subject lands. This special regulation is problematic to the effective execution of the proposed development and use.

The Humane Society requires a very specific site layout in order to provide effective service to its animals and to the community. One of the key requirements is the separation of public and private areas for the purpose of animal welfare and to discourage trespassing into animal care areas. This principle is achieved in the proposed site design which generally delivers required parking on the west side of the building, thereby protecting the east side for program and operation features unique to the proposed use.

As we have provided in our submission materials, a 10m landscaped buffer between the treed allée and the parking area is proposed to allow for a reasonable interpretation that the development as proposed can be viewed as consistent with policy 20.4.4.10(v)(d), which reads as follows:

"On-site surface or structured parking is not permitted between the building line and the property line adjacent to the cultural heritage landscape area."

The purpose and intent of this policy is to ensure there is no negative impact on the function and visual aesthetics of the treed allée as a result of development. The policy was written with the expectation that the forecasted land use would ideally be commercial or mixed-use buildings, with mixed-use buildings ground floor commercial and residential uses above. Such built form, or similar mixed-use variations, when oriented to the public

spaces with appropriate setbacks can, in certain circumstances, be seen as contributing to the value of the abutting public space. In this circumstance, the proposed use, while highly desirable, would not, by its design and exceptional needs, contribute to this interface as envisioned by the policy.

Given this, we have sought to affect this policy by proposing a larger landscaped area (double the minimum required at 10 metres) that will both contribute to the aesthetic of the abutting cultural heritage landscape, minimize impact, and allow for the unique needs of the proposed land use.

Given one of the largest contributing features to the abutting heritage cultural landscape is its unique landscaping, the proposal to interface with it with an enhanced landscaping feature can be viewed as appropriately responding to the spirit and intent of this policy as in effect there is seamless enhancement of the space with no parking directly adjacent the allée.

Given the above, we would urge the Committee to endorse this interpretation and direct staff to amend the proposed zoning to remove the special provision prohibiting parking between the building and the treed allée as the solution proposed is both consistent with the London Psychiatric Hospital Secondary Plan and responsive to the unique needs of the Humane Society.

If you have any questions, or require further information, please do not hesitate to call.

Yours very truly,

ZELINKA PRIAMO LTD.



Mathew Campbell, BA, CPT
Senior Planner

cc. Steve Ryall, Humane Society London & Middlesex

Sent: Monday, March 29, 2021 10:56 AM

To: Planning <Planning@london.ca>

Subject: [EXTERNAL] Meadow Lilly

Please do not develop Meadow Lilly in a time where people are enjoying our local nature trails more than ever. London has so much to offer in terms of agriculture and history, but the city's plan to be a mini Toronto shows it doesn't care what Londoners want. We have seen people fight to keep their land and homes with no care from the city. We have a poor and unsafe bus system, long waits for ambulance, a lack of affordable and deer and coyotes running through our subdivisions. This city can't handle the people we have, stop expanding and stop the deforestation of our beautiful city. London deserves better!

Angela Tackabury

From: Adam Salt
Sent: Tuesday, April 6, 2021 7:58 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Housing 101 Meadowlily

Mayor and London Councillors

My name is Adam Salt and I am a realtor in London for 15 years. Saw the article in London free press that new housing development plan at Meadowlily road is to be debated in upcoming council meeting.

Wanted to let you know the frustration of many of my clients who could not find a decent and affordable house in South London, there is severe shortage of housing in this area and you witnessed the prices going through the roof as there is not enough houses for people who want to live in South London and close to 401 access. Something need to be done to solve the housing crisis in London, we are lagging behind from smaller towns like Woodstock, Starthroy and Paris who have done much better job.

Adam Salt, Sales Representative.
Century21 First Canadian Corp Brokerage

From: nathan maudsley
Sent: Tuesday, April 6, 2021 9:52 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL]

Dear City Council,

I lived on Hamilton Road (near the Bob Hayward YMCA) for 10 years. One thing I appreciate about the area is seeing all the residential development that is taking place, helping newer families get into the area. I have been following this development because my parents still live in the area and I support this development because more young families need to have the opportunity to find places to live.

Nathan Maudsley

Sent: Tuesday, April 6, 2021 9:32 PM
To: Lysynski, Heather <hlysynsk@London.ca>
Subject: [EXTERNAL] New homes on Meadowlily area

Hi Mike,

I'm the owner for the circle K (macs) store in summerside area located at 2030 Meadowgate Blvd.

I heard about the proposal for building approx. 88 homes on Meadowlily Road south and wanted to express my gratitude, can't wait to see them fully developed and ready for sale.....

It would be nice to see this part of London getting developed, for sure this would also be good news for businesses around the area as well.

Stay safe and healthy.

Regards

Hardeep Singh



101 MEADOWLILY ROAD SOUTH

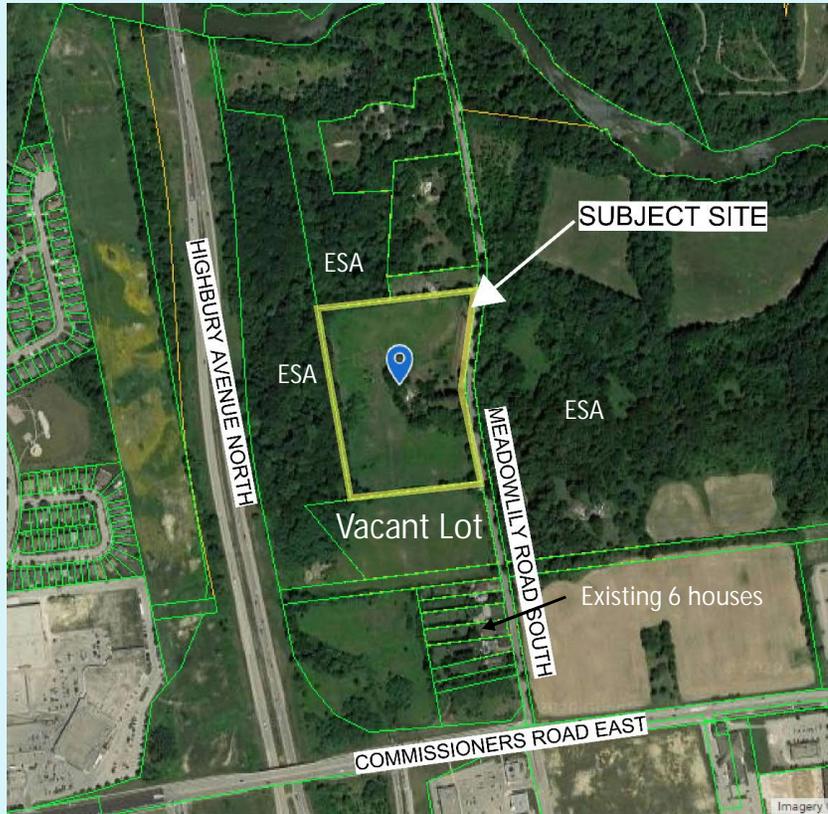
Councillor Update Meetings

April 2021

DILLON
CONSULTING



Meeting Focus



Based on outcome of the Planning and Environment Committee (PEC) that was held on March 29, 2021, we have prepared this presentation to provide additional insight on the following items:

1. The Proposed Development – Changes as a result of the public comments received.
2. Planning Policy – How does the development comply?
3. Density Concerns – Low versus Medium.
4. Buffers – Enhanced size compared to similar developments that have been recently approved, abutting Meadowlily Woods ESA.
5. Enhanced Landscaping - Renderings detail buffering and increased plantings provided along Meadowlily Road South.
6. Trees Planted – New plantings proposed are greater than what will be removed.

The Developer has gone above and beyond what is typically required. They have undertaken extensive public consultation including 3 privately held virtual Public Information Sessions, listening and working with the local residents and incorporating as many mitigation measures as possible, over and above what was required under the Planning Act.

Enhancements Made as a Result of the October PEC Meeting.

Days prior to the October of 2020 PEC, we received comments from the City regarding the proposed 3 storey unit types not being permitted as well as other comments from the public. In order to thoroughly review those comments we requested a deferral so that we could carefully address each comment to the best of our abilities. As a result, the following aspects of the subdivision design and application package were amended:

1. The townhomes were changed from four-plex stacked units to row style housing with the total number of units decreased by 1, for a total of 88 units.
2. The design and appearance of the townhome units were changed not only to meet the 2.5 storey by-law requirement but also updated based on dialogue with the City of London Urban Design staff to address comments received.
3. Direct driveway access was removed for all townhomes along Meadowlily Road South and redesigned onto the internal private road. Two access points remain from the private roads, as required for emergency access.
4. The proposed landscaping was updated to provide more than 1 tree per unit, with additional enhanced setbacks along Meadowlily Road South to provide increased landscaping and separation from the development. The total number of trees and/or shrubs proposed under the current proposal is 445 with species selected to align with native species wherever feasible.
5. Even though under the previous alternative that went to PEC in October we met the parking requirements, while not required, we increased the number of private parking spaces within the development to 31 spaces.
6. The Developers with the City for approval to reduce the speed limit on Meadowlily Road South to 40km/h to address existing safety concerns brought forward. Our sight line analysis was also updated, identifying that minimal tree trimming is required along the right of way, however NOT within the ESA.
7. The Developers worked with the local residents and submitted a request to the City addressing the existing on street parking and safety concerns identified by the neighbours.
8. The Developer agreed to provide and include informational ESA signage and brochures to future residents, as requested by EEPAC.
9. The Developers with the City to ensure the current servicing option complies with City and Ministry requirement, and will not have any adverse impacts on the surrounding landscape or infrastructure.

How The Development Complies With Planning Policies - Provincial Policy Statement

The Proposed Development conforms to the policies of the PPS (2020), including Policies 1.1.1, 1.1.2, 1.1.3, 1.2.6, 1.4, 1.5, 1.6, 1.6.6, 1.6.7, 1.8, 2.1, and 3.1.

- Specifically:
- The proposed development meets the intent by providing additional, multi-price point housing units with a range and mix of housing types and tenures that will be connected to existing infrastructure located in the vicinity of the development.
 - The proposed private housing development encourages the use of underutilized lands, by proposing a land use that can exist in harmony with the surrounding land uses while creating opportunities for increased municipal taxes.
 - The site is located near commercial uses, parks and schools, as well as in the vicinity of transit routes, and will also provide opportunities for residents of all abilities to access other areas of the City of London.
 - The proposed development observes and respects the existing ESA boundary and provides a significant sized buffer and setback to allow for the protection and enhancement of Highbury Woods and the Meadowlily Woods ESA surrounding the property. This allows for the redevelopment of an already residential land for a mix of housing types.

How The Development Complies With Planning Policies - The London Plan

The London Plan

- The subject lands are presently designated 'Neighbourhood Place Type'. The permitted uses on a local street in the Neighbourhood Place Type includes:
 - Single-detached dwellings, Semi-detached dwellings, Duplexes, Converted dwellings, Townhouses, secondary suites, Home occupations; and Group homes.
- The subject site is located on a street that is designated as a 'Neighbourhood Street' in the Neighbourhood Place Type which also permit single detached, semi-detached, and row townhouse units. The proposed development meets the intent of the Neighbourhood policies of the London Plan.
- Related policies to the London Plan (2016) include:
 - Policies 55-62, relating to Key Directions;
 - Policies 166-173, relating to Growth Servicing and Financing Growth Servicing;
 - Policies 194-220, relating to City Building Policies;
 - Policies 307-391, relating to Mobility;
 - Policies 916-974, relating to Neighbourhoods Place Type;
 - Policies 1299-1441, relating to Natural Heritage; and
 - Policies 1576-1633, relating to Tools for Planning and Development Applications.
- The planned character of the development meets the intent of the policies in the Neighbourhood Place Type which permits low rise, low density forms of development such as the proposed cluster housing. The site layout has also been designed in a manner which will mitigate impacts on adjacent lands.
- The London Plan also identifies how residential intensification can occur and identifies that residential intensification is fundamentally important in achieving the vision and key directions of The London Plan. Administration has even identified that the proposed development is considered in keeping with the intensification policies by providing opportunities to age in place, a diversity of built form, affordability, vibrancy, and the effective use of land in the area.
- There was a significant number of comments related to the rural aspect of the road and the desire to maintain this. It should be noted that this area is within the urban boundary and has been identified for urban, residential redevelopment. There are areas within London that are designated Rural Residential, which are to be designed for larger, rural properties and housing styles, however they are located outside of the urban boundary, to the south and west of the 401.
- Many comments noted that the homes along Meadowlily have a rural character to them, however upon visiting the road again, it was identified that this is not necessarily the case.

How The Development Complies With Planning Policies - The 1989 Official Plan

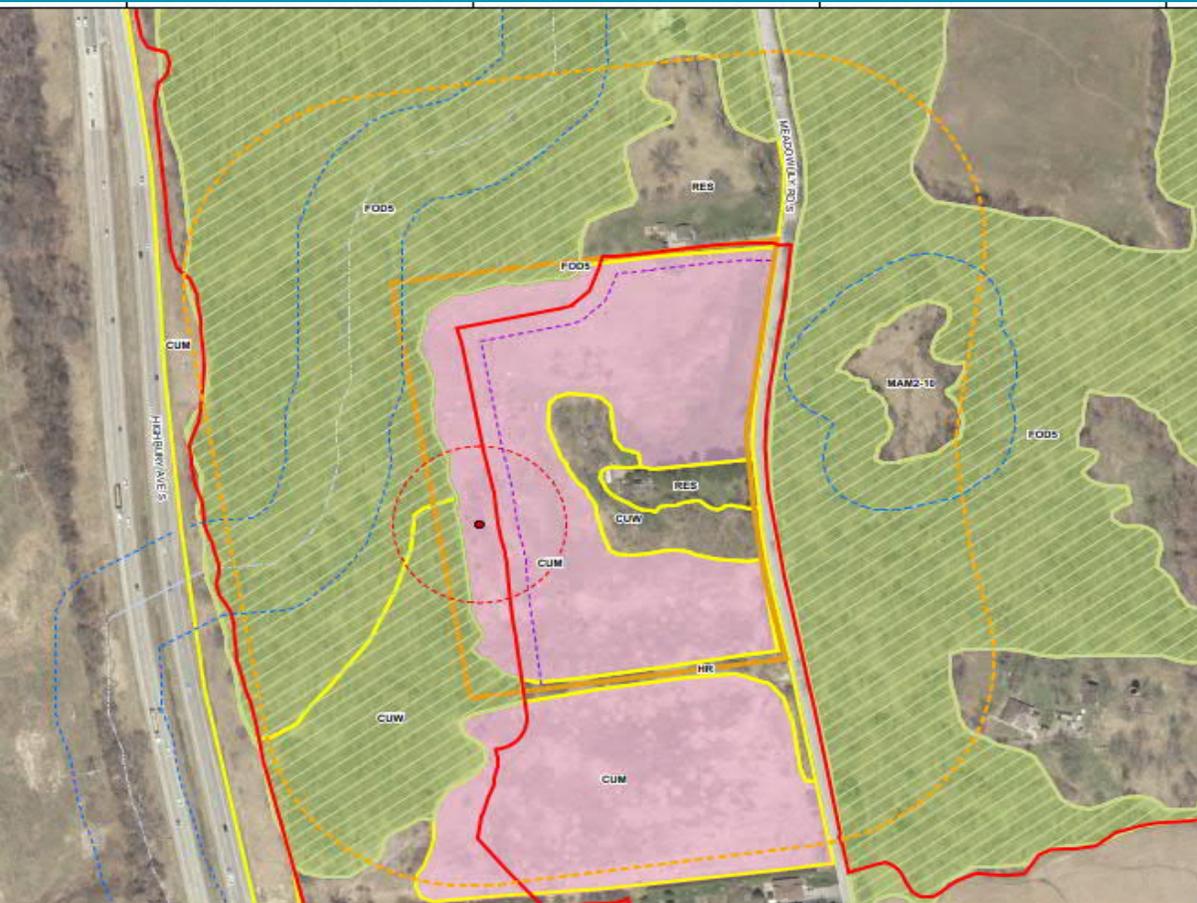
1989 Official Plan

- The subject site is currently designated as Urban Reserve Community Growth, which identifies the area as a location for future development.
- Currently, only existing structures, conservation lands, agricultural uses, managed woodlots, wayside pits and passive recreation uses are permitted on the site.
- An Official Plan Amendment would be required to permit the proposed development, however, the subject site is designated appropriately in the London Plan (2016). As a result, the City has confirmed that the subject site will be redesignated to support the development through a City-led Official Plan Amendment to a Low Density Residential Designation should the London Plan not be approved by the end of this approval process.
- Related policies to the Official Plan (1989) include:
 - Section 2.1.3, relating to Strategic Priorities;
 - Section 2.6, relating to Growth Management Policies;
 - Section 3.1.1, relating to General Objectives for All Residential Designations;
 - Section 3.2, relating to Low Density Residential;
 - Section 3.7; relating to the Planning Impact Analysis;
 - Section 9.4, relating the Urban Reserve designation;
 - Section 12.1, relating to Housing Objectives;
 - Section 15.3.6, relating to Ecological Buffers; and
 - Section 15.5, relating to Environmental Impact Studies and Subject Land Status Reports.
- The proposed Low Density Residential designation is intended to accommodate low-rise, low density housing forms of development. The proposed vacant land condominium is in keeping with this goal as the proposed uses will not exceed 2.5-storeys in height ensuring that a low-rise, low coverage form of development is achieved minimizing any problems of shadowing, view obstruction and loss of privacy as well as providing compatibility with the surrounding land uses.
- The proposed density of the development is under 27 units/hectare, well within the prescribed net density of an approximate upper limit of 30 units per hectare.

How The Development Complies With Planning Policies - Existing Approved Developments Interacting With ESA's

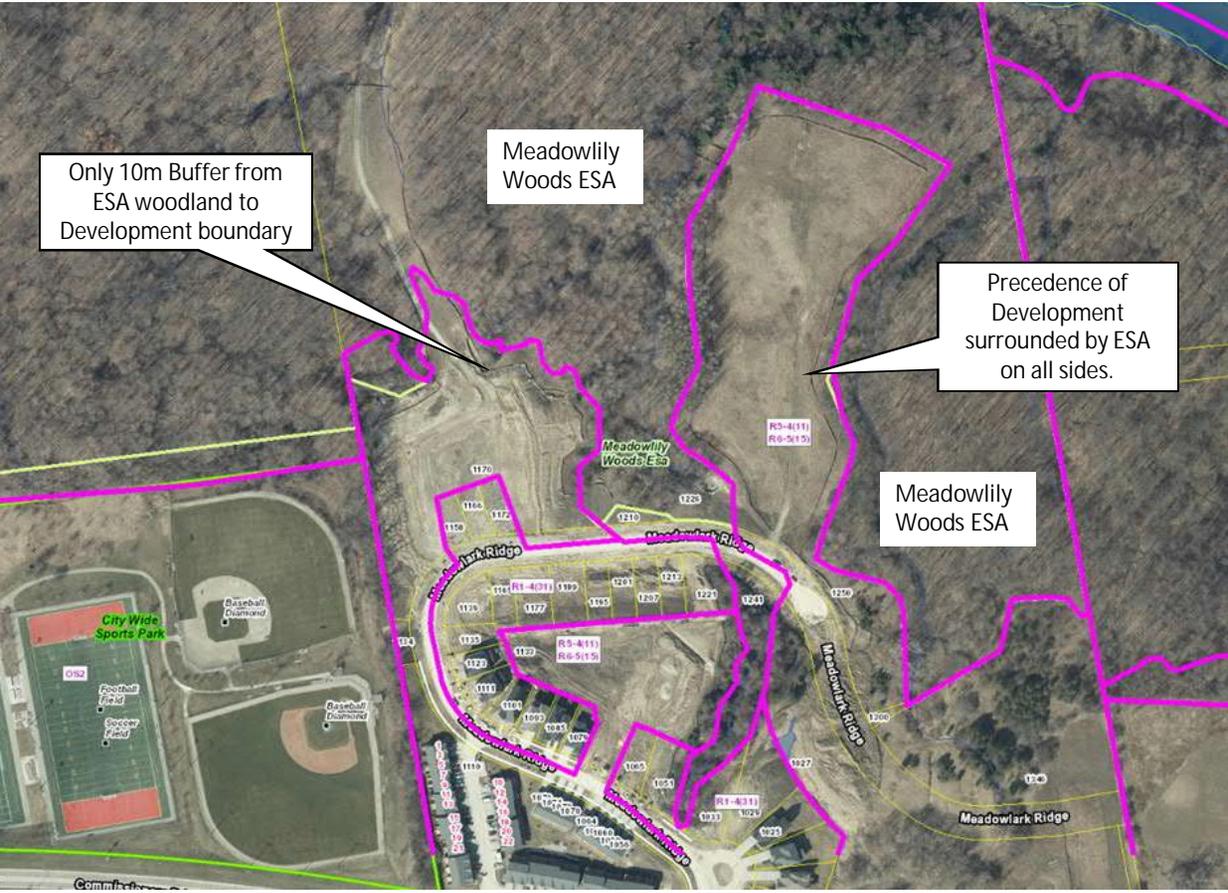
- Emphasis has been placed around providing adequate buffering from existing environmental features, and that generally developments should “not be placed smack dab in the middle of an ESA”. It was also noted as part of the PEC meeting that decisions made regarding this development would be precedent setting in the City.
- There have already been a number of developments throughout the City that have been approved that provide far less buffering, with similar or the same zoning, and have developed an even higher density than proposed. Additional details regarding this are provided by NRSI under separate cover.
- The following slides provide an overview of the other recent developments approved in close proximity to the ESA.

Current Proposed Buffering and Setbacks, as Identified in the Scoped EIA



- As part of the submission package, the developers retained NRSI to complete the required Environmental Impact Assessment (EIA) for the Site.
- As identified on the adjacent map, the ESA is located outside of the property boundaries.
- NRSI consulted with the City of London, in conjunction with the Upper Thames River Conservation Authority on the scope of the EIA as well as the proposed buffers required surrounding the development.
- All recommendations of the EIS have been incorporated into the design of the proposed development.
- The buffers and setbacks are identified on the adjacent map and shown at a larger scale in the attached PDF map.
- The developer has also agreed to provide informational signage related to the surrounding ESA.
- Lands to be provided as buffer and setbacks to be rezoned to Open Space designation in order to preserve the use and allow for the ESA to remain intact.

Existing Approved Developments Abutting the Meadowlily Woods ESA



- The Development identified on the map is located on Meadowlark Ridge, approximately 2km to the east of the subject site.
- The lands are zoned R5-4 (11) and R6-5 (15) including portions directly adjacent to the ESA.
- The Yellow line on the map shows the ESA boundary, while the Purple line depicts Development Boundary.
- The approved development has a similar density and housing type and has been approved.

Existing Approved Developments Abutting the Meadowlily Woods ESA

- The development identified on the map is located approximately 3.5km to the east of the subject site off of Seven Oaks Ridge.
- The lands are zoned R6-2(11) within the Low Density Residential designation. The R6-2 (11) does limit the uses to single detached dwellings on this site.
- The property is surrounded on all sides by the ESA and is only required a 10m buffer.



Proposed Enhanced Landscaping and Tree Planting Plan

- The Developers listened to the concerns of the public and have increased the number of trees, shrubs and hedges within the development.
- The development will result in the planting of more native and naturally occurring trees than will be removed during construction.
- An extensive study of the condition, age and location of the trees on site was conducted and included in the submission.

Summary of the results and recommendations:

- Number of Trees to be removed (> 4 inch dia at BH) = 210
- Number of Trees to be retained and protected on site = 70
- Number of New Trees to be planted (as per Landscaping plan) = 144
- Number of Compensation New Trees to be planted for Butternut habitat = 20
- Number of additional Compensation New Trees to be planted (proposed) =57
- Total number of New Trees to be planted as per all of above = 221.
- Additional shrubs/hedges per Landscaping plan = 301 plants

Extensive Landscaping Will Provide Visual Buffer On Street



View Looking Westerly from Meadowlily Road South along Internal Road A

Extensive Landscaping Will Provide Visual Buffer On Street



View Looking South Along Meadowlily Road South

Extensive Landscaping Will Provide Visual Buffer On Street



View Looking North Along Meadowlily Road South

Extensive Landscaping Will Provide Visual Buffer On Street



View Looking South Along Meadowlily Road South

THANK YOU FOR ATTENDING

Should you have any additional comments or concerns, please feel free to contact the project representatives below:

Jason Johnson, P. Eng.
Project Manager
Dillon Consulting Limited
130 Dufferin Avenue, Suite 1400
London, Ontario N6A 5R2
Ph: (519) 438-1288, Ext. 1222
Fx: (519) 672-8209
Email: jjohnson@dillon.ca

Melanie Muir, MCIP RPP
Project Planner
Dillon Consulting Limited
Ph: (519) 948-4243, Ext. 3239
Fx: (519) 948-5054
Email: mmuir@dillon.ca

Re: 101 Meadowlily

Dear Members of Council;

At the recent Planning and Environment Committee meeting, Mayor Ed Holder supported the planning application for 101 Meadowlily Rd because he felt that the applicant proceeded in 'good faith' in purchasing the land and filing its application.

The city planner approved the application because it met the zoning requirements of low to medium density housing measured in 'units per hectare'.

If all it takes to approve a development application is 'units per hectare' and a developer moving forward in 'good faith', then where is the public voice?

The city planner used a simple mathematical equation to approve this application without applying any other filters developed through policies aimed at designing liveable cities such as cultural heritage, built heritage, environmental protection, walkability, sustainability and climate action. All policies defined through public participation.

Where is the public voice? People spoke eloquently, intelligently and convincingly at the PEC public participation meeting. Many seemed surprised that a pocket of undisturbed grasslands surrounded by protected lands was open to development. They didn't seem to know, even those long time residents of Meadowlily Rd.

This development needs its own pumping station and stormwater management plan – an indication it is an over intensification of the land. It also did not go through an environment assessment measuring its impacts on ecological function - a requirement under section 2.1 of the Provincial Policy Statement

- 2.1.8 Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5, and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.

The City's own guidelines are too old to adhere to the 2014 updated Provincial Policy Statement. For example, a marshland is found 45 meters away from the development site across Meadowlily Rd. At this distance, the City's guideline considers this a safe distance for any negative impacts. However, a small house 20 meters away, and not requiring a water pumping station, a stormwater plan, street lighting and more than one driveway would have less impact on ecological function than a highrise 50 meters away. Therefore, a simple 35 meter buffer is inadequate to determine impacts on ecological function without assessing the development itself.

Anna Hopkins voted in favour of the application because she is afraid of the outcome at the Local Planning Appeals Tribunal, but all those public voices that spoke so eloquently at the public participation meeting will likely be participants at any appeal hearing at LPAT. Those voices will be there too.

If planning is approved solely based on a mathematical equation, that's bad planning and bad planning makes bad cities. I am certain that the Tribunal will understand this.

Thank You

AnnaMaria Valastro

133 John St. Unit 1



VIA EMAIL

March 26, 2021

City Planning
City of London
206 Dundas Street
London, ON
N6A 1G7

Attention: Ms. Sonia Wise, Planner

Dear Ms. Wise:

**Re: Draft Masonville Secondary Plan (File O-9881)
Preliminary Comments on Behalf of 1635 Richmond (London) Corp.
1623 & 1631-1649 Richmond Street
London, Ontario
Our File: AVL/LON/20-01**

We are the planning consultants for 1635 Richmond (London) Corp (“RLC”) as it relates to the City of London Masonville Secondary Plan process. RLC is the owner of lands within the area subject to the Masonville Secondary Plan, including lands municipally known as 1631-1649, and 1623 Richmond Street. These lands are generally located on the west side of Richmond Street and south of Hillview Boulevard (“RLC Lands”). The lands at 1631-1649 Richmond Street were recently developed with 2, seven storey apartment buildings that are targeted primarily for student housing needs. RLC owns a portion of the lands south of the developed lands (1623 Richmond Street), which are currently developed for single storey residential purposes, and therefore has an interest in this collective planning area on the west side of Richmond Street. The intent of RLC would be to develop these lands in the future consistent with the development on the lands to the north.

On behalf RLC, we have been monitoring the Masonville Secondary Plan. We have reviewed the Draft Secondary Plan dated March, 2021 and the March 1, 2021 Staff Report in the context of the RLC Lands.

Based on our review of the Masonville Secondary Plan:

- Schedule 2: Community Structure identifies the RLC Lands as “Low-Rise” and “Specific Policy Area”;
- Schedule 3: Land Use identifies the RLC Lands as “Transit-Village Mixed Use”;
- Schedule 4: Heights identifies the RLC Lands as “Low-Rise [2-4 Storeys]; and
- Schedule 6: Priority Streets identifies Richmond Street as a “Mixed-use Character Street” where the abode lands have frontage.

We understand that the special policy areas applicable to the RLC Lands relates to policy 10.1 “Richmond Street-Old Masonville” and 10.2 “1643, 1649, 1653 Richmond Street” of the draft Secondary Plan. Based on our review, Policies 10.1 and 10.2 seek to carry through site specific policies that were originally established and implemented in the 1989 Official Plan (OPA 565), and further reflected in the London Plan (Policies 821-825). We

note that the site specific policies applicable to the draft Secondary Plan, are not consistent with recent approvals including OPA 698 to the 1989 Official Plan, and LPA 7 to the London Plan to permit the development at 1631-1649 Richmond Street.

Further to the above, it is prudent to consider these lands as appropriate to accommodate greater density than the current special policy contemplates. The policy area was established within the 1989 Official Plan (pre-London Plan), and since this time significant growth has been projected for the area, culminating in the draft Masonville Secondary Plan. The Masonville Secondary Plan is based upon a Place Type in the London Plan (Transit Village) that seeks to accommodate building heights up to 22 storeys. The Special Policy Area applicable to the RLC Lands is not reflective of the direction intended for the Transit Village place type, and it is appropriate to consider updating the policy framework as part of the Secondary Plan process.

The special policy area recognizes the opportunity that the lands have for accommodating growth, noting “Given the prominent location, it is desirable to increase the net residential density of these lands...” to facilitate transit-supportive development. The southern portions of the RLC Lands remain undeveloped, and according to the existing established policy framework, these lands are permitted to develop as apartment buildings/cluster townhouses, at a maximum density of 150 units per hectare, and maximum height of 4 storeys.

The lands subject to this site specific policy are located along Richmond Street, which is identified as a major artery, where a majority of growth is to be directed. Specifically, we would note draft Policy 2.1 which states:

“The two main transportation corridors of Richmond Street and Fanshawe Park Road intersect in the plan area which forms a major central point of convergence. Lands surrounding this intersection have excellent access to the transit interchange and are well separated from existing lower density neighbourhoods. The most intensive land uses and forms are directed to these arteries to transform the intersection into a vibrant, transit-oriented, mixed-use focal point for the area. New development along these frontages will have active commercial ground floors to create interest and animation along the street and support a walkable main street environment”

The majority of growth is to be directed towards Richmond Street. In our submission, the RLC Lands are appropriate to consider for building heights and at a density in excess of what would currently be permitted by the site specific policy. In particular, the undeveloped lands to the south are, in our opinion, appropriate to consider beyond the 4 storey and 150 unit per hectare maximum that is contemplated by the site specific policy, which predates the Secondary Plan. In our submission, the RLC Lands could be considered for a Mid-Rise development, permitting building heights up to 8 storeys (as currently drafted), which would be consistent with what is approved for the lands to the north (up to 7 storeys). The undeveloped RLC Lands could be developed consistent with what has been constructed already, and contemplated within the Secondary Plan Area at large.

The policy direction provided by the draft Masonville Secondary Plan, in part seeks to ensure compatibility of uses, in particular for intensification in proximity to existing residential areas. This policy direction would provide sufficient direction to ensure any redevelopment of the RLC Lands is appropriate for the existing context.

We will continue to review the Masonville Secondary Plan in more detail, will monitor the implementation, and may provide additional comments as required.

Please kindly ensure that the undersigned is notified of any further meetings or notices related to this matter.

Yours very truly,

ZELINKA PRIAMO LTD.



Rob MacFarlane, MPL, MCIP, RPP
Planner

cc. 1635 Richmond (London) Corp (via email)



VIA EMAIL

March 26, 2021

City Planning
City of London
206 Dundas Street
London, ON
N6A 1G7

Attention: Ms. Sonia Wise, Planner

Dear Ms. Wise:

**Re: Draft Masonville Secondary Plan (File O-9881)
Preliminary Comments on Behalf of Copia Developments
1690 Richmond Street
London, Ontario
Our File: CPA/LON/20-02**

We are the planning consultants for Copia Developments as it relates to the City of London Masonville Secondary Plan process. Copia Developments is the owner of lands within the area subject to the Masonville Secondary Plan, including lands municipally known as 1690 Richmond Street, and generally located at the southeast intersection of Richmond Street and Fanshawe Park Road East (the “Copia Lands”). The Copia Lands are built for single storey commercial uses and associated parking.

On behalf of Copia Developments, we have been monitoring the Masonville Secondary Plan. We have reviewed the Draft Secondary Plan dated March, 2021 and the March 1, 2021 Staff Report in the context of the Copia Lands and have the following comments:

- Schedule 2: Community Structure identifies the Copia Lands as a “Commercial Priority Area” and located at the only identified “Main Intersection”;
- Schedule 3: Land Use identifies the Copia Lands as “Transit-Village Mixed Use”;
- Schedule 4: Heights identifies the Copia Lands as “High-Rise [3-15 Storeys (up to 22)]”; and
- Schedule 6: Priority Streets identifies both Richmond Street and Fanshawe Park Road East as “Commercial Character Streets” where they align with the Copia Lands.

The Vision for the Masonville Secondary Plan is set out below as described by draft Policy 1.4:

“The Masonville Secondary Plan area will be an exceptionally designed, high density, mixed-use urban neighbourhood, with convenient access to quality public transit and community gathering spaces. Through infill and redevelopment, the Masonville area will become an exciting complete community that is balanced with places to live, work, shop, and recreate.”

The Secondary Plan area is centred around the primary intersection of Richmond Street and Fanshawe Park Road East. Policies of the draft Secondary Plan make numerous references to this intersection as a focal point. We note that this intersection is identified as a focal point for where the “highest order” of development is to be directed. In support of development of the area that includes the Copia Lands Policy 2.1 states:

“The two main transportation corridors of Richmond Street and Fanshawe Park Road intersect in the plan area which forms a **major central point of convergence**. Lands surrounding this intersection have **excellent access** to the transit interchange and are well separated from existing lower density neighbourhoods. The **most intensive land uses and forms are directed to these arteries to transform the intersection** into a vibrant, transit-oriented, mixed-use focal point for the area. New development along these frontages will have active commercial ground floors to create interest and animation along the street and support a walkable main street environment”

[emphasis added]

The draft high-rise policies of Section 7.1 applicable to the area that includes the Copia Lands permit up to and including 22 storeys building height, and notes the following:

“High-Rise forms are permitted along Richmond Street and Fanshawe Park Road, which is the main intersection and focal point for development within the plan area. There is significant opportunity for intensification due to the high availability of surface parking lots, and the separation distance to the Low-Rise Residential areas and existing neighbourhoods. There is strategic proximity to the Rapid Transit Station, and this area will feature the tallest building heights and greatest intensity in the plan area to support public transit. i) High-Rise buildings shall be a minimum height of three (3) storeys. ii) The maximum permitted heights for High-Rise buildings shall be up to 15 storeys. iii) Heights exceeding 15 storeys up to 22 storeys may be permitted in accordance with the Transit Village intensity policies of The London Plan.”

At this time based on the growth strategy proposed by the Secondary Plan governed by the proposed draft policies set out above, our Client has no objection.

We will review the Masonville Secondary Plan in more detail including any amended, altered or modified policies as they impact the Copia Land and reserve our right to provide further and updated comments.

By copy of this letter we ask that you notify the undersigned any further meetings, public or otherwise, or notices relating to this matter.

Yours very truly,

ZELINKA PRIAMO LTD.



Rob MacFarlane, MPL, MCIP, RPP
Planner

cc. Copia Developments (via email)

March 25, 2021

**Chair and Committee Members
Planning and Environment Committee
City of London
300 Dufferin Avenue
London Ontario**

Via email

**Re: Comments on the Draft Masonville Secondary Plan by Richmond Hyland Centre Inc.- c/o Westdell
development Corporation, 1703 1737 Richmond Street, London, Ontario.**

Dear Chair and Committee Members: SBM Planning and Zedd Architecture are retained by Westdell Development Corporation, who is the principal of Richmond Hyland Centre Inc. and the owner of the commercial centre, known as RICHMOND HYLAND CENTRE.

This Centre occupies the entire northwest quadrant of the Fanshawe- Richmond intersection that is included in the Secondary Plan planning area. Westdell has been involved for 2 years with the ongoing improvements to the commercial centre

We appreciate the major work that went into the preparation of the Secondary Plan, and that the Project was commenced in January 2019.

We have met with the Planning Staff and understand that the MSP is reaching out about 25 years and will experience an increase in population from about 3000 to 14000 and the number of jobs would grow from 3000 to 4000. The nature of the population profile is not well defined at this point, however, our own experience has shown that mostly no-family households would reside in the Masonville Secondary Planning Area.

OUR COMMENTS, CONCERNS AND REQUESTS:

1. **UNCERTAINTY** – The client has owned the Richmond Hyland Centre for 2 years. They are making efforts to improve the commercial facility in line with City policy and urban design standards that currently exist. Construction is underway on a

major addition. The client is concerned that the Secondary Plan will be too rigid and therefore constrain redevelopment opportunities by not being able to predict what the future holds, as well as recognize the complexities in managing the operation and renewal of a large commercial centre, comprising:

- a) Several tenants and leases with different time periods;
- b) The need to keep businesses open while renewal projects are constructed;
- c) Predicting the way and how people will shop? On-line, small stores, big box etc.

We request that the Secondary Plan recognize these complexities, provide broad scope and flexibility, and in the final version demonstrate how this has been accomplished.

2. BUS RAPID TRANSIT SERVICE -- Is there a Bus Rapid Transit Plan (BRT) planned for Masonville, or are there options that replace for Council's deferral of the North Route of the original BRT Plan? Secondly, is there a Plan that would show how the Masonville Transit Village would be connected to the surrounding communities with presumably a system of feeder routes? We see this as vital to achieving some of the PRINCIPLES of achieving high transit use, pedestrian mode reliance and enable the redevelopment intensity that is contemplated.

It is suggested that another PRINCIPLE be added to address these matters.

3. Our client is concerned that the outcome of the City preparing the Secondary Plan will conflict with the direction we received from the City from a PRE-CONSULTATION REQUEST ON REZONING for high rise apartment building development in June of 2020. The direction we received was that we should prepare our own Master Plan of the quadrant. *Provide a conceptual master plan for the redevelopment of the entire site in order to provide staff with the overall vision and development intent. Typically single-use commercial developments are known to have a short lifespan while mixed-use and residential tower developments are seen as more permanent. It is important to understand how the site will redevelop over time in order to ensure that the more permanent mixed-use development are located in the best locations on the site.*"

We are currently preparing our conceptual Master Plan that tries to describe how the Richmond Hyland Centre will transform in from 2022 through 2060 – a period of 38 years. We find our Master Plan at odds with the Masonville Draft Secondary Plan as the

following describes. SEE ATTACHMENT for the our MASTER PLAN outline and concept summary.

4. PUBLIC PARK LAND - Our Master Plan intends to show a public square (POPS) and a green “boulevarde” North Centre Road. The MSP proposes 0.5 ha in Section 3.6 – Parks. **We request** that the 0.5 be expressed as a target and not an absolute requirement.
5. RICHMOND AND NORTH CENTRE -- Our Master Plan intends to show a 16-storey apartment building in the northeast corner of our site that is at the intersection of Richmond and North Centre and is similar to the approved Tricar Development - kitty corner (special policy). The MSP shows MID-RISE at a maximum height of 8 storeys. **We request** a High- Rise designation on Schedule 4 -Heights for this area.
6. NORTH CENTRE ROAD – as a RESIDENTIAL CHARACTER STREET – would be a challenge in our Master Plan because the residential uses we are proposing would be in apartment form and likely above the commercial ground floor for the most part. We request the wording be changed to encourage street level dwelling unit entrances (but not require them). **We request** that Truck Loading and Service Entrances be recognized as a likely necessary feature and would need to be screened and concealed as much as possible.
7. LENGTHY DOCUMENT - The Draft MSP could be more concise if cross referenced to the London Plan, e.g. section 9.0 OUR TOOLS. These sections are very similar. This helps when preparing development applications as the fewer the policy documents in terms of number and length, the more efficient we can be to review and analyze the policies.

We thank you for the opportunity to comment on the MSP Draft and look forward to working with you on the future next steps to achieve a better alignment with our Master Plan and your Secondary Plan. Thank you.

Respectfully submitted,

Strik, Baldinelli, Moniz Ltd.

Planning • Civil • Structural • Mechanical • Electrical


Laverne Kirkness, BES, RPP, MCIP

Principal Planner, Planning Division Manager
Encl.
cc. Westdell Development Corporation
cc. Zedd Architecture.
cc. Sonia Wise
cc. Brit O'Hagan

ATTACHMENT

WESTDELL'S CONCEPTUAL MASTER PLAN for RICHMOND HYLAND CENTRE

prepared by Zedd Architecture and SBM Planning to 2060

Vision – a mixed use commercial residential community, with Transit Village intensity, comprising:

- high-rise apartment towers ranging from 16 to 22 storeys,
- medium density, medium rise apartment buildings, ranging from 6 to 8 storeys,
- commercial ground levels with small to medium sized stores from 50 m² to 2000 m², cafes, boutiques, restaurants.
- Surface and underground parking as well as upper level structure parking in the apartment towers.
- Natural park and public square (POPS).

Zedd architecture has prepared the attached plan based on TIME PERIODS OR YEARS and heights of buildings. The Plan is described as follows:

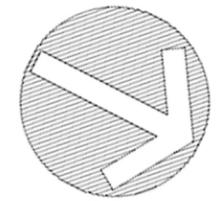
Sk1 Plans – 2 sheets showing the expected years or time frames in years of the various components of the overall development as to WHEN they may occur. Also, the commercial floor space is in blue colour and the residential is in the red colour. Four towers are proposed, and rise above the ground floor commercial spaces. The redevelopment can be considered as phases as follows:

- Year 2022 – phase 1 – apartment tower #1 and commercial ground floor at North Centre and Fanshawe Park Road
- Year 2026 – phase 2 – apartment tower #2 and commercial ground floor at mid block on Richmond Street about in the existing Beer Store location
- Year 2030– phase 3 – apartment tower #3 and commercial ground floor at North Centre and Richmond Street
- Year 2040 – phase 4 – apartment tower #4 and commercial ground floor at Richmond and Fanshawe Park Road
- Year 2050-60 – phase 1 – medium rise apartment buildings with fronts oriented to North Centre Road promenade and commercial ground floor
- The POPS – PUBLIC – PRIVATE SQUARE requires more thinking about when it can be implemented.

The end

N CENTRE RD.

FANSHAWE PARK RD. W



RICHMOND ST.

Scale : 1" = 80'0"ft

ZEDD ARCHITECTURE INC. HOLDS THE COPYRIGHT AND OWNERSHIP OF THE DESIGN AND ALL INSTRUMENTS OF SERVICE AS EXCLUSIVE PROPERTY AND MAY NOT BE USED FOR ANY OTHER PROJECT, SOLD OR BE OFFERED FOR SALE OR AS PART OF A SALE OF PROPERTY WITHOUT THE WRITTEN CONSENT OF ZEDD ARCHITECTURE INC.

19-049 Hyland Tower

Fanshawe & N Centre Rd

2022-2060 Phasing

2021.03.12

Sk-1

zedd ARCHITECTURE

Z-627 mailand street london ontario N5Y 2V7 519 518 9333
www.zeddarchitecture.com info@zeddarchitecture.com

March 29, 2021 PPM meeting on Masonville Secondary Plan with Council

Hello. Thank you for the opportunity of addressing you.

I have been a resident of Fawn Court for the last 28 ½ years. Fawn Court is composed of 13 single family homes built 28 to 30 years ago. Of the 13 homes, 10 have been owned by the same families for over 20 years, a few closer to 30 years. We originally bought the property due to its dead end street, peacefulness, lack of through traffic and proximity to shopping and schools. It is a 5 to 10 minute walk to the library/mall and also to the neighbouring stores. It is actually quicker for us to walk than to have to deal with traffic and at certain times of the year fight for parking spots. I do not agree with the direction the Secondary Plan takes with Fawn Court however, will defer this discussion to other presenters this evening.

I have reviewed the plan and I agree that there are areas where some infill with additional housing makes sense. I do not agree with the building height allowances. However, I do have some other areas of concern, namely: population density, schools, green space, traffic, bicycle paths, and parking.

The area under discussion, as disclosed in the plan, is composed of 219 acres of land which is the equivalent of .9 square kms. Simple math puts the proposed ultimate population density at 14,700 people per square km. This is equivalent to certain regions in Toronto, however Toronto has the advantage of wider and better roads systems along with extensive transit systems servicing those neighbourhoods. More on this later. I cannot think of any other area in the city of London with this dense of a population base. This is an increase of 4.5 times current density or 10,000 people above what currently reside in this .9 square kms. In order to meet this density it appears that the plan calls for the removal of all existing buildings and businesses and a complete rebuilding.

With this type of population increase, school desks must be given due consideration. I do not believe the city should proceed until a review has been completed with both Boards of Education. Masonville Public School is just finishing an upgrade and Saint Kateri already has portables. Given that low income housing is proposed for 25% of the units I believe that children will be living in this area and school desk space must be given due consideration.

We do see a park in the plan however I presume this is a people park and not a dog park. A family member of mine resides in an apartment building downtown with approximately 300 units and the building has 30 dogs registered with management. Given this 1 in 10 ratio, dogs to apartment units, will there be a consideration for a dog park. Forcing dog owners to drive to the closest dog park on Adelaide Street north, where the existing parking lot is at times overflowing, is not logical given our biggest issue, traffic.

For 25 years I dropped my wife off in downtown London while on my way to work every day, and picked her up for the return ride home. In those years, travelling northbound in the evenings and southbound in the mornings, traffic, whether it was Adelaide Street or Richmond

Street, has gotten worse as new home construction north of Fanshawe Park Road has increased. As we all know construction is still ongoing north of Fanshawe and the additional traffic included from this area will only aggravate the current situation further. Pre-covid, the traffic flowing south on Richmond from Sunningdale to the University Gates in the morning was bumper to bumper. During the peak times in the evenings it would take ½ hour, where Google maps currently states 6 minutes, to travel north on Richmond Street from Windemere to the corner of Hastings and Fanshawe Park Road, a distance of 3 kms. Travelling north, the intersection of Western Road and Richmond is the current pinch point. Our current traffic situations are also aggravated by two large destinations in the area, namely University Hospital and The University of Western Ontario. Traffic flow studies at peak times should be conducted to get a pulse of the current situation. I believe this plan needs to include a comprehensive discussion on how all traffic, present and in the future, will be dealt with. Gridlock is not an option and it will be much harder to fix the problem once the buildings have been constructed.

As a comparison, the current mall owners are already proceeding with similar infill proposals at Sherway Gardens on the western edge of Toronto. This location is supported by a road structure bounded on three sides by super roads or highways, namely, The Queensway (6 lanes), QEW and Gardiner Expressway (8 lanes), and highway 427 south (8 lanes). The fourth road, The West Mall, is comprised of 4 lanes of traffic. Consequently, Sherway Gardens is surrounded on all 4 sides with roads/highways to support its residents. Our four lane Richmond Street and Fanshawe Park Road are no match. As I understand it, there is a current proposal for Fanshawe to be widened to 6 lanes from Louise to North Center Road. I struggle to understand how this will resolve our current north/south, east/west traffic problems let alone allow us to add more traffic in the near and distant future. Further expansion of both Richmond and Fanshawe above this proposal are a must, however the challenge now is to fit additional lanes of traffic, plus bus islands and bicycle lanes, into the existing road allowances. For example the building housing Starbucks on Fanshawe west of Adelaide is much too close to the road allowances and in my opinion this building, which is less than 10 years old would have to be removed. Sunningdale and Adelaide may also need consideration for expansion.

I applaud the City on their efforts on creating a bicycle plan. Currently, however, there are no bike paths south of the Library on North Center Road. This means that a cyclist must use the rather narrow uneven North Center Road along with Richmond Street to get to the trails heading downtown along the river. During heavy rains or spring runoff unfortunately these trails are not accessible as they are covered in water. This forces riders to travel further south on Richmond Street which narrows south of the Thames River bridge. A rider's other option is to use the sidewalk, however doing this could result in a ticket. Again, another opportunity which should be addressed as part of this plan. I do suggest that bike paths should be found on secondary roads running parallel to the main arteries and not necessarily on main arteries where possible.

Currently, even with the latest construction projects, there are approximately 5,200+ public parking spots available in the plan area. I counted them. During the peak periods the majority of these spots are taken and many a driver is frustrated at not finding a spot. Given that the plan calls for an increase in commercial, office and civic spaces by 52% this will only result in a further increase in parking requirements. How will parking be dealt with given that the plan already considers floor space and new population densities.

To recap, the plan has good points however is lacking in details in the following:

- School planning and resources
- Dog park and green space planning
- Current traffic bottlenecks and potential gridlock without major changes to both Richmond Street both north and south and Fanshawe Park Road both east and west of the site
- Bike paths south of the Library
- Parking plan for increased commercial and residential requirements.

In conclusion, I do not believe that Council should accept the plan as drafted until such time as all of these issues are addressed to Council's satisfaction.

In addition, given the scope and impact of this project, I believe that the inclusion of residence who live further than 120 m from the affected area is crucial as it impacts more than just those closest to it.

I would be happy to help with any questions that you may have regarding my listed points.

Thank you for your time.

Mike Koncan
2 Fawn Court
London, On
N5X 3X3

Subject: [EXTERNAL] Re Masonville Seconday Planning

Dear City of London council & planning committee,

We are residents of Fawn Court for 23 years now, raised our 3 children here, the neighbours are like family. Please add to the record, we strongly support Mary Stopar & Mike Koncan's comments presented at the zoom Planning and Environment Committee meeting Mon March 29th re Masonville seconday planning.

The Fawn court neighbours are extremely concerned about keeping the court private and not distributing the peaceful setting. Please do not open the court to the public by either a walking path or street!! Please keep the fence up do not disturb the setting of the green space with trees .

Thank you for your time & consideration to our concerns on Fawn Court.

Kind regards
Dina & Frank Vermeire
38 Fawn Crt

Housing First Emergency Shelter for Youth

Presented by:

Steve Cordes (CEO, YOU)

Terry Gillis (President, YOU Board of Directors)

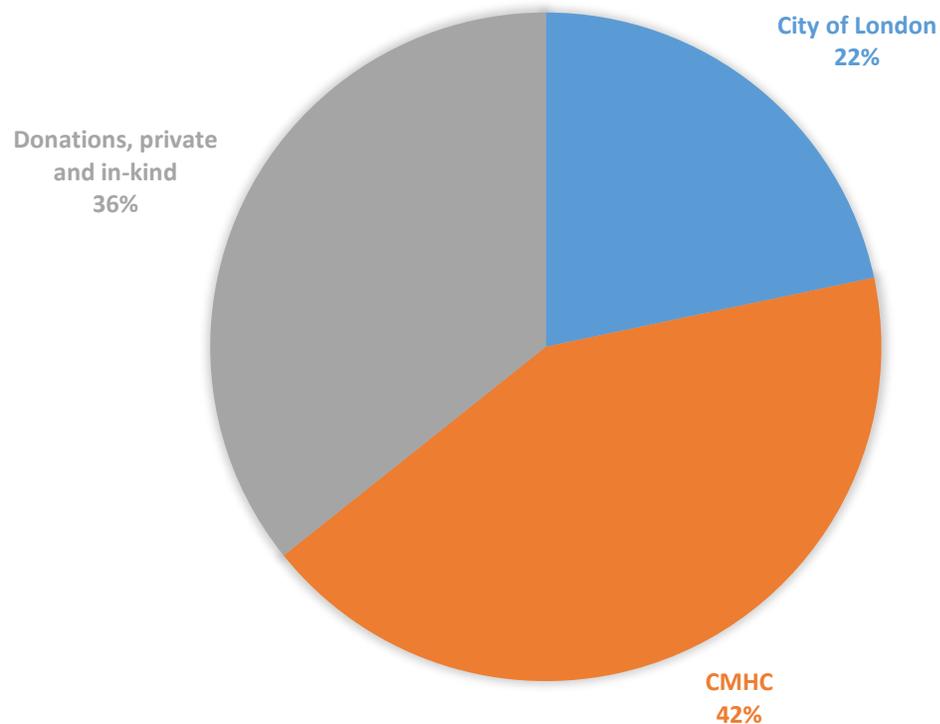
Max Doucet (Youth Shelter Manager, YOU)



www.you.ca

Capital Investment

CAPITAL PROJECT - INVESTMENT



City of London	\$1,533,122.00
CMHC	\$3,011,155.00
Donations, private and in-kind	\$2,526,383.70
TOTAL	\$7,070,660.70

Our Model of Care

Meet CiCi, a self described small town girl who came to the big city. When things didn't work out as planned, CiCi found herself homeless in London.

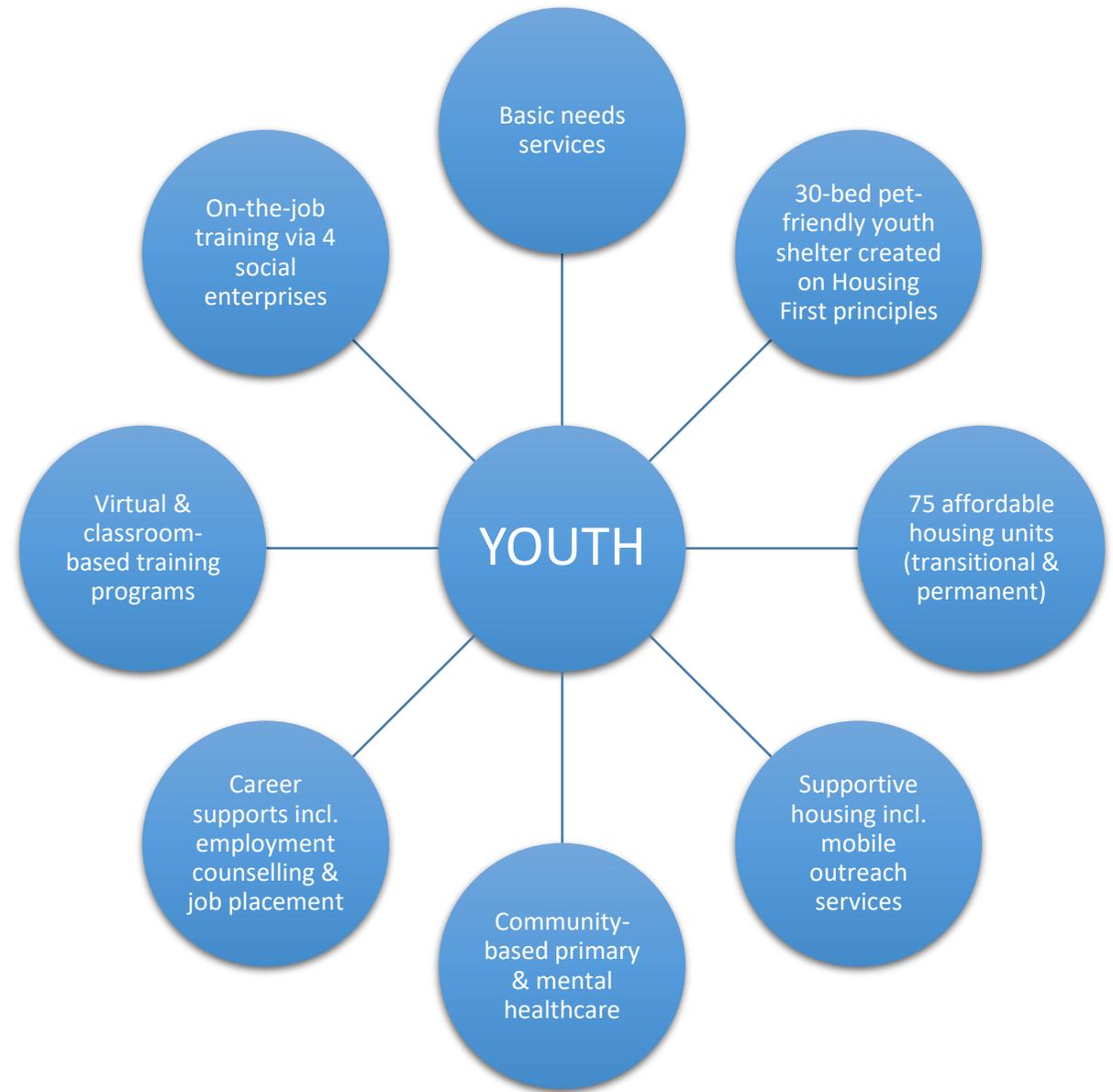
She was introduced to YOU through a family friend, and when she didn't have anywhere else to stay, she was welcomed at our Youth Shelter.

Shelter staff were able to help CiCi in finding her own housing, which was a big relief to her!

Since securing housing, CiCi has participated in skills training with YOU and is keen to go to Fanshawe and secure a hairstyling apprenticeship.



We commend CiCi for her resilience and accomplishments. Wishing her all the best for her bright future ahead!



Housing Outcomes



- 35 youth have secured permanent housing through our Primary Caseworkers
- Over 30 youth diverted through family reconnect program

Unanticipated Experiences-to-Date

- Over 300 youth turned away due to capacity issues
- 4 youth disclosed they were pregnant
- 4 near-fatal overdoses and 2 attempted suicides – all of which shelter staff responded to successfully

Pet-Friendly

The shelter has provided service to 8 dogs, 3 cats, 2 hamsters, and 2 rabbits



Location & Building Features

- 30 individual bedrooms
- 1.6 acres including greenspace
- 11,600 square feet building
- Adjacent to a residential neighbourhood
- Access to public transit
- Fully accessible
- Energy efficient
- Crime Prevention Through Environmental Design (CPTED)



Occupancy Rate

- Opened on August 17th, 2020
- 17 participants on day one
- Maximum capacity reached on August 30th
- Occupancy rate is 94 %
- Average length of stay: 33 days



Reintegration Back into Community

- General Dynamics provided meals to Youth Shelter participants who attended the YOU Breakfast Fundraiser
- “I enjoyed the overall experience and hearing from the people who received help. It makes me feel hopeful for my future” ~ A. B
- “I really enjoyed the presentation this morning. Hearing the stories about the youth who were once homeless reassured me that everything is going to be okay. It was a nice time to socialize and eat a good breakfast!” ~ T



Thank you for your
time!

Questions?



From: bill brock
Sent: Tuesday, March 30, 2021 7:26 PM
To: City of London, Mayor <mayor@london.ca>; Morgan, Josh <joshmorgan@london.ca>; Livingstone, Lynne <livings@London.ca>; Saunders, Cathy <csaunder@london.ca>
Subject: [EXTERNAL] Mayor letter affordable housing

Can go on next Council Agenda referring this committee report

Your Worship Ed Holder;
Josh Morgan; budget chair
Lynne Livingstone, City Manager
Cathy Saunders, City Clerk

Re: Letter to Community and Protective Services Committee from Mayor (undated)

This is a serious matter; as indicated in the 2021 City State of the Union address by the Mayor.

The urgency of this issue deserves quick and immediate action.

In less than 6 minutes a motion was made to do so (sort of).

You can't take 3000 units in 20 years; reduce to 10 and now 5 without setting priorities. It cannot be business as usual.

When I questioned this issue of crisis and green bins J. Stanford; project manager clearly stated "We can do both! No we can't!

When city declared a poverty crisis one of the first recommendations was to do those things that don't cost money was a real eye opener!

I spoke with budget chair about money taken from reserves and gas tax to build a new playground in Kiwanis Park (south). No response to justify using these funds! (note doesn't affect budget).

History will show that a person dying on Oxford street in an illegal housing operation was not a surprise but known by everybody in civic gov't. (police, fire, social services, councilors and staff). The 41M provided by other levels of gov't. for fixing up affordable units of which many are in questionable condition was just awarded to city! This condition has been tolerated for many years!

Some 10 years ago City Senior Planner Greg Barrett; when questioned about the cost of rebirth of downtown was council problem not staff. Today; as Council proceeds the staff (not experts) but do as Councilor directs.

The action should be Council led by the following:

Set aside "nice to haves and some long term visions "with an immediate revising budget with trade offs to truly reflect action on this need.

The 4 year budget process must be altered. You must put all your efforts to this and remove standards (more costly) . Councilors must walk the talk and not push other levels to anti up. Take charge now.

Trade offs need to start right now!

As a side note , I am astonished that such a major issue appears

before a committee by the Mayor. If there ever was a need to grandstand was this!

Holding your feet to fire if you continue to do business as usual.

PLEASE TAKE CHARGE NOW! This isn't just another staff report to a future meeting!

Issue affects everything!

Bill Brock

Ms. Cathy Saunders, City Clerk
Re: City Council Agenda April 13, 2021

Please add to the agenda under added communications:

This brief be referred to agenda item under "Strategic Priorities and Policy Committee #7 meeting item 4.4 Operation of Council.

Recommendations referred to Governance Working Group (minutes not available).

City Council should not be able to determine how they will operate! The discussion at SP&PC talked about full time and times of meetings. The city clerk made reference to subjects under review coming to Governance Working Group. (reference to video will clarify).

The record will show that a previous Council approved the hiring (handpicked) of a special team to examine proper compensation. Citizens were denied the opportunity to serve on same! The decision was made to pay "medium full time wage to Councilors" after some 18 months of meetings. City Council followed through on settling for whatever recommendation was made for future Council. From day one the "Experts" decided the need to pay more to attract better people!

A review of history will show many new Councilors had no knowledge of raise; benefits and expense accounts when elected. Also made no issue during campaign.

Because of that action the same could be said for working conditions including debating part time or full time councilors. You don't get to set your own conditions; normally the Employer does! That is us! The Compensation Task Force already decided full time or part time issue. Now it is up to each councilor carry out the role as deemed suited!

Two flaws of concern:

Your favor of ranked balloting was based on sacrificing the best candidate for more diversity! In municipal politics this doesn't work! You need to show us that getting rid of Board of Control has resulted in better governance?. You individually need to provide a profile how each of you (in your own words) has made serving all Londoners better? This should be data driven? Clearly define roles of staff (Experts)and councilors (policy setters).

Secondly, there is a lack of openness, transparency and data driven decisions! Still outstanding is a concern raised with Council; back in 2017 that had to follow a process to place a brief to the Governance Task Force.

Earlier this year a review of Strategic Priorities & Policy Committee meeting (July 24, 2017; 1:33:38) showed the following:

I never got to address because Chair of Governance Group had spoken to members and indicated it should go to Integrity Commissioner. Thus denying process dictated by Council. This is currently under review.

Should you fail to take out of councilors hands I would urge that all meetings be taped so that public can review holding each of you accountable.

We need a system that accurately holds councilors and staff accountable. You have several briefs and emails raising these concerns without a single question or response. Example Strategic Priorities and Policy Committee July 29, 2019

William H. Brock

Corporate Services Committee

Report

5th Report of the Corporate Services Committee
March 29, 2021

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

ALSO PRESENT: M. Ribera, K. Van Lammeren, B. Westlake-Power

Remote Attendance: Councillor S. Hillier and L. Livingstone, A. Barbon, B. Card, I. Collins, S. Corman, K. Dickins, J. Freeman, O. Katolyk, G. Kotsifas, D. Popadic, C. Saunders, K. Scherr, M. Schulthess, E. Skalski, C. Smith, S. Stafford, B. Warner

The meeting is called to order at 12:01 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder and Councillors M. van Holst, J. Morgan, E. Pelosa and A. Kayabaga.

1. Disclosures of Pecuniary Interest

None.

2. Consent

Moved by: M. van Holst

Seconded by: J. Morgan

That items 2.1 and 2.2 BE APPROVED.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelosa, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 2020 Compliance Report in Accordance with the Procurement of Goods and Services Policy

Moved by: M. van Holst

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 the 2020 Compliance Report, in accordance with the Procurement of Goods and Services Policy:

a) as per the Procurement of Goods and Services Policy, Section 8.11 (c), an annual report of total payments where a supplier has invoiced the City a cumulative total value of \$100,000 or more in a calendar year, BE RECEIVED for information, attached to the above-noted staff report dated March 29, 2021 as Appendix "A";

b) the administrative contract awards for Professional Consulting Services with an aggregate total greater than \$100,000, as per Section 15.1 (g) of the Procurement of Goods and Services Policy, decentralized from Purchasing and Supply that have been reported to the Manager of Purchasing and Supply and have been reviewed for compliance to the Procurement of Goods and Services Policy, BE RECEIVED for

information, attached to the above-noted staff report dated March 29, 2021 as Appendix “B”;

c) the list of administrative contract awards for Tenders with a value up to \$3,000,000 that do not have an irregular result, as per Section 13.2 (c) of the Procurement of Goods and Services Policy, BE RECEIVED for information, attached to the above-noted staff report dated March 29, 2021 as Appendix “C”; and,

d) the City Treasurer, or delegate, BE DELEGATED authority to:
i) at any time, refer questions concerning compliance with the Procurement of Goods and Services Policy to the City’s internal auditor; and,
ii) ratify and confirm completed awards or purchases between \$15,000 and \$50,000 where the City Treasurer or delegate is of the opinion that the awards or purchases were in the best interests of the Corporation.

Motion Passed

2.2 Procurement in Emergencies Update 3 – COVID -19

Moved by: M. van Holst
Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, as per section 14.2 of the Procurement of Goods and Services Policy, a report of Emergency non-competitive individual purchases which exceed \$50,000 (pre-taxes), that the City has made from the date of September 9, 2020 to January 31, 2021 due to COVID-19, appended to the staff report dated March 29, 2021 as Appendix "A", BE RECEIVED for information.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Request for Delegation Status - Public Notice Policy - AnnaMaria Valastro

Moved by: M. van Holst
Seconded by: M. Cassidy

That the Civic Administration BE DIRECTED to report back, as a part of the scheduled Council Policy review, with respect to the addition of a notice provision related to the establishment of city-management of newly created private parking lots in the Public Notice Policy; it being noted that the Corporate Services Committee received a communication from AM Valastro with respect to the Notice Policy.

Yeas: (5): M. Cassidy, M. van Holst, E. Pelozo, A. Kayabaga, and E. Holder

Nays: (1): J. Morgan

Motion Passed (5 to 1)

Additional Votes:

Moved by: M. van Holst
Seconded by: E. Pelozo

Motion to Approve the delegation request to be heard at this time.

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

Motion Passed (6 to 0)

4.2 Application – Issuance of Proclamation – Guillain-Barré Syndrome (GBS) and Chronic Inflammatory

Moved by: E. Peloza

Seconded by: A. Kayabaga

That Items 4.2 to 4.4 BE APPROVED.

4.2 Application – Issuance of Proclamation – Guillain-Barré Syndrome (GBS) and Chronic Inflammatory

That based on the application dated March 1, 2021, from GBS-CIDP Foundation of Canada, the month of May, 2021 BE PROCLAIMED Guillain-Barré Syndrome (GBS) and Chronic Inflammatory Demyelinating Polyneuropathy (CIDP) Awareness Month.

4.3 Application – Issuance of Proclamation – Southwestern Ontario Film Week

That based on the application dated February 3, 2021, from Forest City Film Festival, the week of October 17-24, 2021 BE PROCLAIMED Southwestern Ontario Film Week.

4.4 Application - Issuance of Proclamation - Intersex Awareness Day

That based on the application dated March 12, 2021, from Intersex London Canada, October 29, 2021 BE PROCLAIMED Intersex Awareness Day.

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

Motion Passed (6 to 0)

4.5 Application - Issuance of Proclamation - World Press Freedom Day 2021

Moved by: M. Cassidy

Seconded by: A. Kayabaga

That the following actions be taken with respect to World Press Freedom Day:

a) based on the application dated March 17, 2021, from ink-stainedwretches.org, May 3, 2021 BE PROCLAIMED World Press Freedom Day;

b) the London City Council RECOGNIZE that a healthy, professional news media is essential to the proper functioning of democracy in the region and urges other municipal councils within the region and across Canada to recognize that a robust news media is essential to the proper functioning of democracy in their jurisdictions; endorses legislation and regulations to support and rejuvenate news outlets across Canada; and supports the federal government in passing legislation to ensure an ecosystem for a healthy news media to serve all Canadians; and,

c) this resolution BE FORWARDED to local M.P.s and M.P.P.s, the Federation of Canadian Municipalities and the Association of Municipalities of Ontario.

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

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: J. Morgan

Seconded by: A. Kayabaga

That the Corporate Services Committee convene, in closed session, for the purpose of considering the following:

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

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

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

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

6.5 (ADDED) Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice

A matter pertaining to personal matters about an identifiable individual with respect to employment-related matters, advice which is subject to solicitor-client

privilege and advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose.

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

Motion Passed (6 to 0)

7. Adjournment

Moved by: E. Peloza

Seconded by: M. van Holst

That the meeting Adjourn.

Motion Passed

The meeting adjourned at 1:16 PM.

Civic Works Committee

Report

The 5th Meeting of the Civic Works Committee
March 30, 2021

PRESENT: Councillors E. Pelozza (Chair), J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, Mayor E. Holder

ALSO PRESENT: J. Bunn, M. Ribera and B. Westlake-Power

Remote Attendance: Councillors S. Hillier, S. Lewis, J. Morgan and M. van Holst; W. Abbott, M. Losee, D. MacRae, S. Mathers, A. Pascual, E. Skalski, K. Scherr, M. Schulthess, G. Smith

The meeting was called to order at 12:00 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors M. Cassidy, J. Helmer, S. Turner and P. Van Meerbergen

1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest in Item 5.1 of the 5th Report of the Civic Works Committee, 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.

Councillor S. Turner discloses a pecuniary interest in Item 2.14 of the 5th Report of the Civic Works Committee, having to do with the 2020 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System, by indicating that he is an employee of the Middlesex London Health Unit.

2. Consent

Moved by: E. Holder

Seconded by: M. Cassidy

That Items 2.1 to 2.7, 2.9 to 2.11, 2.15 and 2.16 BE APPROVED.

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

Motion Passed (6 to 0)

2.1 2nd Report of the Transportation Advisory Committee

Moved by: E. Holder

Seconded by: M. Cassidy

That the following actions be taken with respect to the 2nd Report of the Transportation Advisory Committee from its meeting held on February 23, 2021:

a) the following actions be taken with respect to the Annual New Sidewalk Program:

i) the Civic Administration BE REQUESTED to reinstate putting the Annual Warranted Sidewalk Program document and application on the City of London website; and,

ii) the presentation, dated February 23, 2021, from J. Bos, Technologist

II, with respect to the Annual New Sidewalk Program, BE RECEIVED;
and,

b) clauses 1.1, 3.1 to 3.4, 3.6, 3.7 and 4.1 BE RECEIVED.

Motion Passed

2.2 1st Report of the Waste Management Working Group

Moved by: E. Holder

Seconded by: M. Cassidy

That the following actions be taken with respect to the 1st Report of the Waste Management Working Group, from its meeting held on March 16, 2021:

a) the following actions be taken with respect to the staff report dated March 16, 2021 with respect to the Proposed Draft Environmental Assessment Study Report for the Expansion of the W12A Landfill:

i) the release of the above-noted staff-report for review and comment by the Government Review Team, Indigenous Communities and the general public, BE SUPPORTED; it being noted that minor changes/revisions to the report may be made prior to the release; and,

ii) the above-noted staff report BE RECEIVED; and,

b) clauses 1.1, 1.2, 3.1, 3.2, 4.2 and 4.3 BE RECEIVED.

Motion Passed

2.3 Investing in Canada Infrastructure Program (ICIP) Public Transit Stream: Approval of Transfer Payment Agreement

Moved by: E. Holder

Seconded by: M. Cassidy

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 March 30, 2021, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to:

a) authorize and approve the Transfer Payment Agreement (TPA) for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and The Corporation of the City of London;

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

c) delegate authority to approve further Amending Agreements to the Agreement. (2021-F11)

Motion Passed

2.4 Federation of Canadian Municipalities' Municipal Asset Management Program Grant Application

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Federation of Canadian Municipalities' Municipal Asset Management Program Grant Application:

- a) the Civic Administration be directed to apply for a grant from the Federation of Canadian Municipalities' (FCM) Municipal Asset Management Program (MAMP) to assist with expenditures related to a watermain risk evaluation project; it being noted that, should the City of London be successful with its grant application, an external consultant, CANN Forecast Software Inc., will lead the project based on their workplan proposal, as appended to the above-noted staff report, and the City commits to undertake the activities and associated costs proposed in its application to FCM; and,
- b) the Mayor and the City Clerk be authorized to execute any contract or other documents, if required, to give effect to these recommendations. (2021-F11)

Motion Passed

2.5 Contract Award: Tender RFT21-12 - 2021-2022 Infrastructure Renewal Program Contract 10 - Brydges Street, Swinyard Street, Muir Street Project

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to Contract Award Tender RFT21-12 for the 2021-2022 Infrastructure Renewal Program Contract 10 Brydges Street, Swinyard Street, Muir Street Project:

- a) the bid submitted by J-AAR Excavating Limited, at its tendered price of \$5,843,421.36 (excluding HST), for Contract 10, Brydges Street, Swinyard Street, Muir Street, Infrastructure Renewal Program BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of five bids received and meets the City's specifications and requirements in all areas;
- b) the engineering fees for resident inspection and contract administration for Archibald, Gray and McKay Engineering Ltd. (AGM) BE INCREASED by \$181,874.00 due to increased working days and contaminated soil conditions discovered during detailed design, in accordance with the estimates on file, to an upset total amount of \$741,774.00 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to amend By-law No. PS-113, being "A By-law to regulate traffic and the parking of motor vehicles in the City of London" to remove parking on Brydges Street to allow the introduction of new bike lanes on Bridges Street between Ashland Avenue and Highbury Avenue North;
- d) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

f) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (RFT21-12); and,

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T10)

Motion Passed

2.6 Contract Award: Tender RFT21-16 - 2021 Infrastructure Renewal Program - English Street and Lorne Avenue Reconstruction

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to Contract Award Tender RFT21-16 for the 2021 Infrastructure Renewal Program English Street and Lorne Avenue Reconstruction:

a) the bid submitted by CH Excavating (2013), at its tendered price of \$3,773,382.95 (excluding HST), for the English Street and Lorne Avenue Infrastructure Renewal Program Project, BE ACCEPTED; it being noted that the bid submitted by CH Excavating (2013) was the lowest of six (6) bids received and meets the City's specifications and requirements in all areas;

b) AECOM Canada Ltd., BE AUTHORIZED to carry out the resident inspection and contract administration for the above-noted project in accordance with the estimate, on file, at an upset amount of \$389,141.50 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to amend By-law No. PS-113, being "A By-law to regulate traffic and the parking of motor vehicles in the City of London", to reflect the proposed changes to the English Street on-street parking limits;

d) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

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

f) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (RFT21-16); and,

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T10)

Motion Passed

2.7 2021 Renew London Infrastructure Construction Program and 2020 Review

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated March 30, 2021, with respect to the 2021 Renew London Infrastructure Construction Program and 2020 Review, BE RECEIVED; it being noted that a communication, as appended to the Added Agenda, from C. Butler, with respect to this matter, was received. (2021-T04)

Motion Passed

2.9 Contract Award: RFT21-11 - 2021 Infrastructure Renewal Program - Burlington Street and Paymaster Avenue

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to Contract Award RFT21-11 for the 2021 Infrastructure Renewal Program Burlington Street and Paymaster Avenue:

- a) the bid submitted by J-AAR Excavating Limited, at its tendered price of \$3,620,251.92 (excluding HST), for the Burlington Street and Paymaster Avenue project, BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of eleven bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd, BE AUTHORIZED to carry out the resident inspection and contract administration for the Burlington Street and Paymaster Avenue project, in accordance with the estimate on file, at an upset amount of \$276,894.20, including 10% contingency (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (RFT21-11); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T04)

Motion Passed

2.10 Appointment of Consulting Engineer for Construction Administration Services - 2021 Infrastructure Renewal Program - Talbot Street

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Appointment of Consulting Engineer for Construction Administrative Services for the 2021 Infrastructure Renewal Program Talbot Street:

- a) R.V. Anderson Associates Limited, BE AUTHORIZED to carry out the resident inspection and contract administration for the Talbot Street project in accordance with the estimate on file, at an upset amount of \$309,524.60, including 10% contingency (excluding HST), in accordance with Section 15.2 (g) 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 above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; 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. (2021-T04)

Motion Passed

2.11 Adelaide Street Underpass Project: Subway Construction Agreement and Crossing and Maintenance Agreement

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Adelaide Street Underpass Project: Subway Construction Agreement and Crossing and Maintenance Agreement:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to:
 - i) authorize and approve the Agreement, as appended to the above-noted by-law, being a Subway Construction Agreement between the Canadian Pacific Railway Company and The Corporation of the City of London, for the construction of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario, within Adelaide Street; and,
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to:
 - i) authorize and approve the Agreement, as appended to the above-noted by-law, being a Crossing and Maintenance Agreement between the Canadian Pacific Railway Company and The Corporation of the City of London, for the crossing and maintenance of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario, within Adelaide Street; and,
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2021-T10)

Motion Passed

2.15 Proposed Draft Environmental Assessment Study Report for the Expansion of the W12A Landfill

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and with the support of the Waste Management Working Group, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Proposed Draft Environmental Assessment Study Report for the Expansion of the W12A Landfill:

- a) the above-noted staff report BE RECEIVED;
- b) the above-noted staff report BE CIRCULATED for review and comment by the Government Review Team, Indigenous Communities, stakeholders and the general public from April 20, 2021 to May 19, 2021 or longer;
- c) the Civic Administration BE DIRECTED to consider the feedback from the above-noted consultation and revise the report Draft Environmental Assessment of the Proposed W12A Landfill Expansion, City of London as appropriate; and,
- d) in accordance with Council Policy, the revised report, noted in part c), above, BE POSTED on the City of London's website at least 30 days prior to a public participation meeting to be held by the Civic Works Committee, to consider the revised report. (2021-E07)

Motion Passed

2.16 Proposed Expansion of the W12A Landfill Site - Updated Environmental Assessment Engineering Consulting Costs

Moved by: E. Holder

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Proposed Expansion of the W12A Landfill Site and Updated Environmental Assessment Engineering Consulting Costs:

- a) Golder Associates Ltd. BE APPOINTED to carry out additional technical analyses and engagement with stakeholders including addressing technical questions from the Government Review Team as part of the Individual Environmental Assessment process for the proposed expansion of the W12A Landfill, in the total amount of \$189,085 including a contingency of \$50,000 and excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- b) AECOM Canada Ltd. BE APPOINTED to carry out additional technical analysis and engagement with stakeholders, including addressing technical questions from the Government Review Team, as part of the Individual Environmental Assessment process for the proposed expansion of the W12A Landfill, in the total amount of \$17,769 including a contingency of \$4,000 and excluding HST, in accordance with Section

15.2 (g) of the City of London's Procurement of Goods and Services Policy;

- c) the financing for the above-noted work BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases; 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. (2021-E07)

Motion Passed

2.8 Automated Speed Enforcement - Spring 2021 Update

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

That the Civic Administration BE DIRECTED to proceed with the implementation of the Automated Speed Enforcement (ASE) program; it being noted that the staff report, dated March 30, 2021, with respect to this matter, was received. (2021-T08)

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

Nays: (1): P. Van Meerbergen

Motion Passed (5 to 1)

2.12 Cycling and Transportation Demand Management Upcoming Projects

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

That, the on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to Cycling and Transportation Demand Management Upcoming Projects:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE AUTHORIZED to set a minimum of 250 e-scooters to be placed in the Request for Proposals for an e-scooter Pilot Project as part of a potential combined bike share and e-scooter share micromobility project; and,
- c) the Civic Administration BE DIRECTED to prepare a plan and initiate a process to determine how a Cargo e-Bike Pilot Project might be undertaken in London including the advantages and disadvantages of a program, key stakeholder input, potential restrictions on where cargo e-bikes may be used and parked, other operating and safety parameters, amendments that would be required to City by-laws, and seek community input. (2021-T05)

Yeas: (6): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

Motion Passed (6 to 0)

2.13 Green Bin Program Design - Community Engagement Feedback

Moved by:

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the staff report dated March 30, 2021, related to the Green Bin Program Design and Community Engagement Feedback:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE AUTHORIZED to undertake a Request for Proposals procurement process to:
 - i) select a company or companies to supply a kitchen container for indoor use to recover organics;
 - ii) select a company or companies to supply and deliver to London homes a Green Bin curbside container (approximate size 45 litres); and,
 - iii) select a company or companies to supply and deliver a larger Green Bin curbside container (approximate size 80 litres or 120 litres), potentially for use in some townhome complexes where a smaller Green Bin is not practical;
- c) the Civic Administration BE AUTHORIZED to undertake the Request for Proposals procurement process for a Green Bin material processor(s) that can compost and/or anaerobically digest:
 - i) mix #1 - food waste, non-recyclable/soiled paper, cooking oils and grease, and household plants; and/or,
 - ii) mix #2 - food waste, non-recyclable/soiled paper, cooking oils and grease, household plants and pet waste (e.g., dog, cat, other);it being noted that processors will have to clearly state what types of products will be created (e.g., compost categories AA, A, B, digestate, renewable natural gas, electricity, etc.) as well as describe the final end uses for these products;
- d) the Civic Administration BE AUTHORIZED to design a Green Bin program that permits the use of the following liners, if a liner is deemed necessary by the household:
 - i) newsprint/household paper;
 - ii) purchased paper liners/bags; and,
 - iii) purchased certified compostable bag liners;it being noted that should mix #2 be selected, all pet waste must contained inside a purchased certified compostable bag (leak free and tied tightly) to be an eligible item for the Green Bin;
- e) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee on the outcome of the procurement processes and provide details on the preferred mix of materials to collect in the Green Bin and any final design adjustments based on new information; and,
- f) the Civic Administration BE DIRECTED to report back to the Civic Works Committee by September 2021 on municipal programs options, advantages, disadvantages and estimated costs to address bi-weekly garbage concerns (2021-E07)

Motion Passed

Voting Record:

Moved by: E. Holder

Seconded by: E. Pelosa

Motion to approve part a) of the clause.

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

Motion Passed (6 to 0)

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

Motion to approve the remainder of the clause, parts b) to f), inclusive.

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

Nays: (1): P. Van Meerbergen

Motion Passed (5 to 1)

2.14 2020 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System

Moved by: J. Helmer
Seconded by: P. Van Meerbergen

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated March 30, 2021, with respect to the Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System, BE RECEIVED. (2021-E13)

Yeas: (5): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, and E. Holder

Recuse: (1): S. Turner

Motion Passed (5 to 0)

2.17 Dundas Place - Temporary Bicycle Lanes

Moved by:

That the following actions be taken with respect to the staff report dated March 30, 2021, related to Temporary Bicycle Lanes on Dundas Place:

- a) Option 1, being Bi-directional Bicycle Lanes, BE FORWARDED to Municipal Council for consideration at the meeting to be held on April 13, 2021; it being noted that the attached draft by-law will implement this option; and,
- b) the above-noted staff report BE RECEIVED;

it being noted that the following items, as appended to the Added Agenda, with respect to this matter, were received:

- a communication, dated March 25, 2021, from A. Walsh;
- a communication from D. Hall, London Cycle Link; and,
- a communication, dated March 29, 2021, from J. Cameron. (2021-T05)

Motion Passed

Voting Record:

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

Motion to approve part a) of the clause.

Yeas: (4): E. Pelozo, J. Helmer, M. Cassidy, and E. Holder

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

Motion Passed (4 to 0)

Moved by: M. Cassidy
Seconded by: E. Pelozo

Motion to approve part b) of the clause.

Yeas: (4): E. Pelozo, J. Helmer, M. Cassidy, and E. Holder

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

Motion Passed (4 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 2nd Report of the Cycling Advisory Committee

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

That the following actions be taken with respect to the 2nd Report of the Cycling Advisory Committee, from its meeting held on March 17, 2021:

a) the following actions be taken with respect to the Notice of Revised Application and Notice of Public Meeting, dated March 11, 2021, from L. Davies Snyder, Planner II, related to Official Plan and Zoning By-law Amendments for the property located at 1153-1155 Dundas Street:

- i) the Civic Administration BE REQUESTED to consider adding a provision for 10 covered bicycle parking spaces in a corral format; and,
- ii) the above-noted Notice BE RECEIVED;

b) the following actions be taken with respect to the Public Meeting Notice, dated March 10, 2021, from S. Wise, Senior Planner, related to an Official Plan Amendment for the Masonville Secondary Plan:

- i) S. Wise, Senior Planner or delegate, BE REQUESTED to attend the next CAC meeting, to provide additional details on the above-noted Notice; and,
- ii) the above-noted Notice BE RECEIVED; and,

c) clauses 1.1, 1.2, 2.1 to 2.3, 3.1 to 3.4, 5.1 and 5.2 BE RECEIVED.

Yeas: (4): E. Pelozo, J. Helmer, M. Cassidy, and E. Holder

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

Motion Passed (4 to 0)

4.2 (ADDED) Imperial Road Sidewalk - Councillor M. Cassidy

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

That the Civic Administration BE DIRECTED to report back to a future meeting of the Civic Works Committee with the results of the photometric study on Imperial Road and the detailed design of the proposed sidewalk on the east side of Imperial Road prior to tendering or commencing work; it being noted that a communication, dated March 24, 2021, from Councillor M. Cassidy, with respect to this matter, was received.

Yeas: (4): E. Pelozo, J. Helmer, M. Cassidy, and E. Holder

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

Motion Passed (4 to 0)

4.3 (ADDED) Reallocation of Sidewalk Construction Funds - Councillor M. van Holst

Moved by: M. Cassidy
Seconded by: E. Pelozo

That the Civic Administration BE DIRECTED to transfer any budgetary savings resulting from proposed sidewalk infrastructure being removed from the related 2021 road reconstruction projects to the new sidewalk construction program; it being noted that a communication, appended to the Added Agenda, from Councillor M. van Holst, with respect to this matter, was received.

Yeas: (4): E. Pelozo, J. Helmer, M. Cassidy, and E. Holder

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

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

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

That the Civic Works Committee Deferred Matters List, as at March 22, 2021, BE RECEIVED.

Yeas: (3): E. Pelozo, J. Helmer, and M. Cassidy

Recuse: (1): E. Holder

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

Motion Passed (3 to 0)

6. Adjournment

The meeting adjourned at 2:53 PM.

The proposed by-laws, attached as Appendix A and B **BE INTRODUCED** at the Municipal Council meeting to be held on April 13, 2021, for the purpose of amending the Traffic and Parking By-law (PS-113) to create temporary bi-directional bicycle lanes along Dundas Place.

APPENDIX A By-law to amend the Traffic and Parking By-law (PS-113) to Add Temporary Bi-directional Bicycle Lanes along Dundas Place

Bill No.

By-law No. PS-113

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. Loading Zones

Schedule 5 (Loading Zones) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Street	Column 2 Side	Column 3 Area	Column 5 Time
Dundas Street	North	From a point 18 m east of Talbot Street to point 38 m east of Talbot Street	7:00 a.m. to 11:00 a.m.
Dundas Street	North	From a point 31 m east of Richmond Street to a point 44 m east of Richmond Street	

2. Limited Parking

Schedule 6 (Limited Parking) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Street	Column 2 Side	Column 3 Area	Column 4 Time	Column 5 Period
Dundas Street	North	A point 35 m east of Ridout Street N to a point 46 m east of Ridout Street N	8:00 a.m. to 6:00 p.m.	1 Hour

Column 1 Street	Column 2 Side	Column 3 Area	Column 4 Time	Column 5 Period
Dundas Street	North	A point 75 m west of Talbot Street to a point 19 m west of Talbot Street	8:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 18 m east of Talbot Street to a point 38 m east of Talbot Street	11:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 53 m east of Richmond Street to a point 86 m east of Richmond Street	8:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 20 m east of Clarence Street to a point 40 m east of Clarence Street	8:00 a.m. to 6:00 p.m.	1 Hour

3. Prohibited Turns

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Dundas Street with Clarence Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Clarence Street	Eastbound & Westbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Richmond Street	Eastbound & Westbound	Left
Dundas Street with Richmond Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Clarence Street with Dundas Street	Northbound	Left (Bicycles Exempted)

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Clarence Street with Dundas Street	Southbound	Right (Bicycles Exempted)
Dundas Street with Clarence Street	Eastbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Dundas Street with Clarence Street	Eastbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Dundas Street with Richmond Street	Eastbound	Left (Bicycles Exempted)
Dundas Street with Richmond Street	Eastbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Talbot Street with Dundas Street	Northbound	Left (Bicycles Exempted)
Talbot Street with Dundas Street	Southbound	Right (Bicycles Exempted)

4. Reserved Lanes

Schedule 9.1 (Reserved Lanes) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Highways	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction	Column 6 Class/Type of Vehicle
Dundas Street	Ridout Street N to Wellington Street	1 st lane from North	Anytime	Westbound	Bicycle
Dundas Street	Ridout Street N to Wellington Street	2 nd lane from North	Anytime	Eastbound	Bicycle

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

PASSED in Open Council on April 13, 2021

Ed Holder

Mayor

Catharine Saunders

City Clerk

First Reading – April 13, 2021

Second Reading – April 13, 2021

Third Reading – April 13, 2021

APPENDIX B By-law to amend the Traffic and Parking By-law (PS-113) to Remove the Temporary Bicycle Lanes along Dundas Place

Bill No.

By-law No. PS-113

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. Loading Zones

Schedule 5 (Loading Zones) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 Side	Column 3 Area	Column 5 Time
Dundas Street	North	From a point 18 m east of Talbot Street to point 38 m east of Talbot Street	7:00 a.m. to 11:00 a.m.
Dundas Street	North	From a point 31 m east of Richmond Street to a point 44 m east of Richmond Street	

2. Limited Parking

Schedule 6 (Limited Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 Side	Column 3 Area	Column 4 Time	Column 5 Period
Dundas Street	North	A point 35 m east of Ridout Street N to a point 46 m east of Ridout Street N	8:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 75 m west of Talbot Street to a point 19 m west of Talbot Street	8:00 a.m. to 6:00 p.m.	1 Hour

Column 1 Street	Column 2 Side	Column Area	Column 4 Time	Column 5 Period
Dundas Street	North	A point 18 m east of Talbot Street to a point 38 m east of Talbot Street	11:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 53 m east of Richmond Street to a point 86 m east of Richmond Street	8:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 20 m east of Clarence Street to a point 40 m east of Clarence Street	8:00 a.m. to 6:00 p.m.	1 Hour

3. Prohibited Turns

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Clarence Street with Dundas Street	Northbound	Left (Bicycles Exempted)
Clarence Street with Dundas Street	Southbound	Right (Bicycles Exempted)
Dundas Street with Clarence Street	Eastbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Dundas Street with Clarence Street	Eastbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Dundas Street with Richmond Street	Eastbound	Left (Bicycles Exempted)
Dundas Street with Richmond Street	Eastbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Talbot Street with Dundas Street	Northbound	Left (Bicycles Exempted)
Talbot Street with Dundas Street	Southbound	Right (Bicycles Exempted)

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Dundas Street with Clarence Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Clarence Street	Eastbound & Westbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Richmond Street	Eastbound & Westbound	Left
Dundas Street with Richmond Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)

4. Reserved Lanes

Schedule 9.1 (Reserved Lanes) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Highways	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction	Column 6 Class/Type of Vehicle
Dundas Street	Ridout Street N to Wellington Street	1 st lane from North	Anytime	Westbound	Bicycle
Dundas Street	Ridout Street N to Wellington Street	2 nd lane from North	Anytime	Eastbound	Bicycle

This by-law comes into force and effect December 31, 2021.

PASSED in Open Council on April 13, 2021

Ed Holder

Mayor

Catharine Saunders

City Clerk

First Reading – April 13, 2021

Second Reading – April 13, 2021

Third Reading – April 13, 2021

Planning and Environment Committee

Report

The 5th Meeting of the Planning and Environment Committee
March 29, 2021

PRESENT: Councillors P. Squire (Chair), S. Lewis, S. Lehman, A. Hopkins, S. Hillier, Mayor E. Holder

ALSO PRESENT: A. Pascual, M. Ribera, and B. Westlake Power.

Remote Attendance: Councillors M. Cassidy, J. Helmer, J. Morgan, and M. van Holst; J. Adema, G. Bailey, G. Barrett, M. Corby, G. Dales, M. Davenport, L. Davies-Snyder, M. Feldberg, J. Hall, P. Kavcic, P. Kokkoros, G. Kotsifas, J. Lee, J. MacKay, C. Maton, S. Meksula, L. Mottram, B. O'Hagan, B. Page, M. Pease, J. Raycroft, A. Riley, M. Schulthess, M. Sundercock, C. Saunders, S. Tatavarti, M. Tomazincic, S. Wise, and P. Yeoman.

The meeting is called to order at 4:00 PM, with Councillor P. Squire in the Chair, Councillors A. Hopkins, S. Lehman, and S. Lewis present and all other Members participating by remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Lehman
Seconded by: S. Hillier

That Items 2.1 to 2.13, inclusive, BE APPROVED.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 1st Report of the Trees and Forests Advisory Committee

Moved by: S. Lehman
Seconded by: S. Hillier

That, the following actions be taken with respect to the 1st Report of the Trees and Forests Advisory Committee, from its meeting held on February 24, 2021:

a) the following actions be taken with respect to the Notice of Planning Application, dated February 10, 2021, from S. Meksula, Senior Planner, related to a Draft Plan of Subdivision Official Plan and Zoning By-law Amendment for the properties located at 14 Gideon Drive and 2012 Oxford Street West:

i) the above-noted Notice BE DEFERRED to the next Trees and Forests Advisory Committee (TFAC) meeting; and,

ii) S. Meksula, Senior Planner or delegate, BE INVITED to attend the next TFAC meeting, to give clarification and provide additional details on the above-noted Notice; and,

b) clauses 1.1 and 1.2, 3.1, 3.2 and 3.4, 5.1 to 5.4, inclusive, BE RECEIVED for information.

Motion Passed

2.2 2nd Report of the Advisory Committee on the Environment

Moved by: S. Lehman
Seconded by: S. Hillier

That, the following actions be taken with respect to the 2nd Report of the Advisory Committee on the Environment, from its meeting held on March 3, 2021:

- a) the revised Discussion Primer for the Climate Emergency Action Plan - 2020 document, approved by the members of the Advisory Committee on the Environment (ACE), as appended to the ACE Report, BE FORWARDED to the Civic Administration for review; and,
- b) clauses 1.1 and 1.2, 3.1 to 3.3, inclusive, 4.1 and 5.2, BE RECEIVED for information.

Motion Passed

2.3 1st Report of the Agricultural Advisory Committee

Moved by: S. Lehman
Seconded by: S. Hillier

That, the following actions be taken with respect to the 1st Report of the Agricultural Advisory Committee, from its meeting held on March 17, 2021:

- a) the Urban Agricultural Steering Committee BE ADVISED that Steve Twynstra will act as the Agricultural Advisory Committee representative on the Urban Agricultural Steering Committee; and,
- b) clauses 1.1 and 1.2, 2.1, 3.1 to 3.5, inclusive, 5.2 to 5.5, inclusive, BE RECEIVED for information.

Motion Passed

2.4 Bill 229 and Ontario's Flooding Strategy

Moved by: S. Lehman
Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and City Planner, the staff report dated March 29, 2021 entitled "Bill 229, *Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020*, and Ontario's Flooding Strategy" BE RECEIVED for information. (2021-S08/D03)

Motion Passed

2.5 Affordable Housing Community Improvement Plan – Loan Agreements – Delegated Authority By-laws

Moved by: S. Lehman
Seconded by: S. Hillier

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

a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", being "A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021; and,

b) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "B", being "A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low rental vacancy rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021. (2021-S11)

Motion Passed

2.6 Application - 122 Base Line Road West (H-9306)

Moved by: S. Lehman
Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, based on the application by Goldfield Ltd., relating to the property located at 122 Base Line Road West, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 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 Bonus Residential R8 (h-5 *R8-3*B-69) Zone TO a Bonus Residential R8 (R8-3*B-69) Zone to remove the "h-5" holding provision. (2021-D09)

Motion Passed

2.7 Application - 2725 Asima Drive (33M-699, Block 53) (P-9282)

Moved by: S. Lehman
Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, with respect to the application by Rockwood Homes, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to exempt Block 53, 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. (2021-D25)

Motion Passed

2.8 Application - 335 Kennington Way and 3959 Mia Avenue (33M-765, Block 1, RP 33R-20777 Parts 2 and 3) (P-9304)

Moved by: S. Lehman

Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sifton Properties Limited, to exempt Block 1, Plan 33M-765, RP 33R-20777 Parts 2 & 3 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at a future Municipal Council meeting, to exempt Block 1, Plan 33M-765, RP 33R-20777 Parts 2 & 3 from the Part-Lot Control provisions of subsection 50(5) of the said *Act*, it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-6(10)) in Zoning By-law No. Z.-1, which permits street townhouses, with special provisions regulating lot frontage, front yard setback, garage front yard setback and garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, and shall not occupy more than 50% of lot frontage;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 1, Plan 33M-765, RP 33R-20777 Parts 2 & 3 as noted in clause a) above:
 - i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
 - ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
 - iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
 - iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
 - v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
 - vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
 - vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
 - viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;

- ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the by-law affecting the Lots/Block in question. (2021-D25)

Motion Passed

2.9 Application - 3964 Mia Avenue (33M-765, Block 2) (P-9305)

Moved by: S. Lehman
 Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sifton Properties Limited to exempt Block 2, Plan 33M-765 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, the proposed revised by-law appended to the Planning and Environment Committee Added Agenda, BE INTRODUCED at a future Municipal Council meeting, to exempt Block 2, Plan 33M-765 from the Part-Lot Control provisions of subsection 50(5) of the said *Act*; it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-6(10)) in Zoning By-law No. Z.-1, which permits street townhouses, with special provisions regulating lot frontage, front yard setback, garage front yard setback and garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, and shall not occupy more than 50% of lot frontage;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 2, Plan 33M-765 as noted in clause a) above:
 - i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
 - ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
 - iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
 - iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;

- v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the block should there be further division of property contemplated as a result of the approval of the reference plan;
- vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
- vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2021-D25)

Motion Passed

2.10 Application - 3087 White Oak Road, Block 73 (H-9271)

Moved by: S. Lehman
 Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, based on the application of Whiterock Village Inc., relating to the property located at 3112 Petty Road, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of 3112 Petty Road (formally known as 3087 White Oak Road) FROM a Holding Residential R6 Special Provision (h-h-71-h-100-h-161-h-227-R6-5(58)) Zone TO a Residential R6 Special Provision (R6-5(58))Zone to remove the h, h-71, h-100, h-161 and h-227 holding provisions. (2021-D29)

Motion Passed

2.11 Application - 3493 Colonel Talbot Road – Silverleaf Subdivision Phase 2 – Special Provisions

Moved by: S. Lehman
Seconded by: S. Hillier

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 2219008 Ontario Limited for the subdivision of land over Part of Lot 75, West of the North Branch of the Talbot Road (Geographic Township of Westminster), City of London, County of Middlesex, situated on the south side of Pack Road, west of Colonel Talbot Road, municipally known as 3493 Colonel Talbot Road.

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 2219008 Ontario Limited for the Silverleaf Subdivision, Phase 2 (39T-14504-2) appended to the staff report dated March 29, 2021 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 March 29, 2021 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.(2021-D12)

Motion Passed

2.12 2021 Post-Development Environmental Impact Study Monitoring

Moved by: S. Lehman
Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, the staff report dated March 29, 2021 entitled "2021 Post-Development Environmental Impact Study Monitoring" BE RECEIVED for information. (2021-D12)

Motion Passed

2.13 Building Division Monthly Report for January 2021

Moved by: S. Lehman
Seconded by: S. Hillier

That the Building Division Monthly Report for January 2021 BE RECEIVED for information. (2021-A23)

Motion Passed

3. Scheduled Items

3.1 Downtown Community Improvement Plan - Performance Measures and Indicators of Success (O-9286)

Moved by: S. Lewis
Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and City Planner, the proposed by-law appended to the staff report dated March 29, 2021,

as Appendix “A”, being “A by-law to amend the Downtown Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP”, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated March 25, 2021 from C. Butler, by email, with respect to this matter;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of communities, and, where possible, enhancing the vitality and viability of downtowns and mainstreets;
- the recommended amendment conforms with the Planning Act, as the loan and grant programs meet the requirements set out in Section 28 related to community improvement;
- the recommended amendment conforms to the in-force policies of The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement; and,
- the recommended amendment conforms to the policies of Our Move Forward: London’s Downtown Plan and the Downtown Community Improvement Plan. (2021-D19)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: A. Hopkins
Seconded by: E. Holder

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Lewis
Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.2 Old East Village Community Improvement Plan - Performance Measures and Indicators of Success (O-9285)

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and City Planner, the proposed by-law, appended to the staff report dated March 29, 2021, as Appendix "A", being "A by-law to amend the Old East Village Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated March 25, 2021 from C. Butler, 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 amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of communities, and, where possible, enhancing the vitality and viability of downtowns and mainstreets;
- the recommended amendment conforms with the Planning Act, as the loan and grant programs meet the requirements set out in Section 28 related to community improvement;
- the recommended amendment conforms to the in-force policies of The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement; and,
- the recommended amendment conforms to the policies of the Old East Village Dundas Street Corridor Secondary Plan and the Old East Village Community Improvement Plan. The recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of communities, and,
- the recommended amendment conforms to the policies of the Old East Village Dundas Street Corridor Secondary Plan and the Old East Village Community Improvement Plan. (2021-D19)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: A. Hopkins
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.3 Application - 1414 Dundas Street (Z-9276)

Moved by: S. Lewis
Seconded by: S. Lehman

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Humane Society London & Middlesex, relating to the property located at 1414 Dundas Street:

a) the request to amend Zoning-By-law No. Z.-1 to change the zoning of the subject property FROM a Commercial Recreation (CR) Zone and a Regional Facility (RF) Zone TO a Restricted Service Commercial (RSC2) Zone, BE REFUSED for the following reason:

i) the site layout depicting a surface parking lot between the proposed building and the treed allée, does not conform to the form and urban design policies found within the Council approved London Psychiatric Hospital Secondary Plan (LPHSP);

b) the proposed revised, attached by-law BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (1989), the London Psychiatric Hospital Secondary Plan and The London Plan), to change the zoning of the subject property FROM a Commercial Recreation (CR) Zone and a Regional Facility (RF) Zone TO a Restricted Service Commercial Special Provision (RSC2(_)) Zone; it being noted that the revised by-law will provide for parking to be permitted between the treed allée and any building and the provision of a 10.0 metre wide landscaped buffer;

it being noted that the following heritage mitigation measures and recommendations were raised during the application review process:

i) landscaping treatments be implemented for areas between the treed allée and the building to minimize impacts;

ii) further consideration to enhance the gateway function of the treed allée where it intersects with Dundas Street by the Humane Society London & Middlesex;

iii) vehicular access routes to the new Humane Society London & Middlesex facility should be sensitively planned to protect the treed allée; and,

iv) staging and construction activities should be planned to ensure protection of all trees which form the treed allée and appropriate tree preservation measures are in place to that the root systems are fully avoided within the tree protection area;

it being pointed out that the Planning and Environment Committee reviewed and received a staff presentation 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;

c) pursuant to section 34(17) of the *Planning Act, RSO, 1990, c.P. 13*, the Municipal Council DETERMINES that no further public notice is to be given with respect to this application as the changes to the proposed by-law are minor in nature;

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

- the recommended amendment is consistent with the 2020 Provincial Policy Statement (PPS) which direct municipalities to ensure development provides healthy, liveable and safe communities, and 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 recommended amendment conforms to the in-force policies of the London Psychiatric Hospital Lands Secondary Plan that promotes the evolution of the area incorporating elements of sustainability, mixed-use development, heritage conservation, walkability and high quality urban design;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, and City Building, and will facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the objectives of the London Psychiatric Hospital Lands Secondary Plan policies which encourages redevelopment in this specific Transit Oriented Corridor;
- the recommended amendment will facilitate an enhanced form of development in accordance with the London Psychiatric Hospital Lands Secondary Plan Urban Design policies;
- the recommended amendment is appropriate for the site and surrounding context and will assist with the revitalization of a portion of the London Psychiatric Hospital Lands; and,
- the recommended amendment to the Zoning By-law with special provisions will provide for an appropriate development of the site. (2021-D09)

Yeas: (5): P. Squire, S. Lewis, S. Lehman, S. Hillier, and E. Holder

Nays: (1): A. Hopkins

Motion Passed (5 to 1)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Hillier

That the matter of Application for 1414 Dundas Street BE REFERRED back to Civic Administration in order for additional discussion with respect to parking location and reduction and the landscaped buffer with the applicant.

Yeas: (2): P. Squire, and A. Hopkins

Nays: (4): S. Lewis, S. Lehman, S. Hillier, and E. Holder

Motion Failed (2 to 4)

Moved by: S. Lewis

Seconded by: E. Holder

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Lehman
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.4 Application - 1870 Aldersbrook Gate 39CD-20514

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of LOCO Ventures (Aldersbrook) Ltd., relating to the property located at 1870 Aldersbrook Gate:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 1870 Aldersbrook Gate;

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. (2021-D07)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Lehman
Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Lewis
Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

3.5 Application - 101 Meadowlily Road South 39CD-20502 (OZ-9192)

Moved by:

That it BE NOTED that the Planning and Environment Committee was unable to reach a majority decision with respect to the application of 2690015 Ontario Inc., relating to the property located at 101 Meadowlily Road South, and pursuant to Section 19.3 of the Council Procedure By-law, the matter is hereby submitted to the Municipal Council for its disposition;

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

- a presentation from S. Shannon, Dillon Consulting;
- a communication dated March 16, 2021 from N.J. Small, by e-mail;
- a communication from Lorraine, by e-mail;
- a communication from S. Nichols, by e-mail;
- a communication from E. Sweitzer, by e-mail;
- a communication dated March 21, 2021 from G. Smith and S. High, 141 Meadowlily Road South;
- a communication dated March 14, 2021 from A. Swan, by e-mail;
- the staff presentation; and,

- a communication dated March 26, 2021 from D. Koscinski, Acting Executive Director, Thames Talbot Land Trust;

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. (2021-D08)

Additional Votes:

Moved by: E. Holder

Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2690015 Ontario Inc., relating to the property located at 101 Meadowlily Road South:

- a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend the Official Plan to change the designation of the subject lands FROM an Urban Reserve Community Growth designation TO a Low Density Residential designation and Open Space designation;
- b) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend The London Plan to change the Place Type on a portion of the subject lands FROM a Neighbourhood Place Type TO a Green Space Place Type;

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

- c) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on April 13, 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 TO a Residential Special Provision R6 (R6-5(_)) Zone and Open Space (OS5) Zone;

d) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 101 Meadowlily Road South:

- i) increased traffic on Meadowlily Road South and lack of street parking;
- ii) design and spacing of the units;
- iii) minimal buffering on the east and west side of the area facing Meadowlily Road South and Highbury Woods;

e) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the Site Plan Approval application relating to the property located at 101 Meadowlily Road South:

- i) lack of bird-friendly lighting approaches in the design;
- f) the Civic Administration BE REQUESTED to include the HIA with any recommendation and continue to consult with the London Advisory Committee on Heritage (LACH) on future approvals for this matter and to consult with the LACH on HIA related matters.

Yeas: (2): A. Hopkins, and E. Holder

Nays: (4): P. Squire, S. Lewis, S. Lehman, and S. Hillier

Motion Failed (2 to 4)

Moved by: A. Hopkins
Seconded by: S. Lewis

That the following be added to the recommendation:

f) the Civic Administration BE REQUESTED to include the HIA with any recommendation and continue to consult with the London Advisory Committee on Heritage (LACH) on future approvals for this matter and to consult with the LACH on HIA related matters.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Lehman
Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: A. Hopkins
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.6 Application - 1153-1155 Dundas Street (O-9207 / Z-9198)

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the application of Zelinka Priamo Ltd., relating to the property located at 1153-1155 Dundas Street:

a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend the Official Plan to change the designation of the subject lands FROM a Light Industrial (LI) designation TO a Main Street Commercial Corridor (MSCC) designation; and,

b) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "B", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Light Industrial 2 (LI2) Zone TO a Business District Commercial Special Provision (BDC(_)) Zone; and,

c) it being noted that Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority;

it being pointed out that the Planning and Environment Committee reviewed and received a staff presentation 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 these applications for the following reasons:

- the recommended amendment to Zoning By-law Z.-1 is consistent with the Provincial Policy Statement (PPS) which encourages the following: accommodating an appropriate range and mix of employment; promoting economic development and competitiveness; supporting long-term economic prosperity; promoting the vitality and regeneration of settlement areas; supporting and promoting active transportation, transit-supportive land uses; supporting energy conservation, improved air quality, reduced greenhouse gas emissions (GHGs) and climate change adaptation; supporting and promoting intensification and redevelopment to utilize existing services; and, conserving built heritage resources and cultural heritage landscapes;
- the recommended amendment to Zoning By-law Z.-1 conforms to the Main Street Commercial Corridor policies of the 1989 Official Plan;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of the Rapid Transit Corridor Place Type polices of The London Plan and implements Key Directions of the Plan;
- the adaptive re-use of the subject lands supports Council's commitment to reducing and mitigating climate change by making efficient use of existing infrastructure, focusing intensification and growth in already-

developed areas, and re-using/adapting an existing structure;

- the adaptive re-use of the existing building supports the conservation and enhancement of a listed heritage building in an area identified in Heritage Places 2.0 as having potential to be a Heritage District; and,
- the subject lands are an appropriate location for a mixed-use development. The recommended amendments are consistent with and appropriate for the site and context and will support with developing opportunities for cultural and economic activity both on the site and in the area and will provide a transit-supportive development. (2021-D08)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Lewis
Seconded by: S. Lehman

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: A. Hopkins
Seconded by: S. Lehman

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.7 Temporary Outdoor Patio Expansion (Z-9300)

Moved by: S. Lewis
Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and City Planner, based on the application by The Corporation of the City of London, relating to seasonal outdoor patios, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend the Zoning By-law Z.-1 to add regulations related to Seasonal Outdoor Patios;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated March 23, 2021 from D. Szpakowski, CEO & General Manager, Hyde Park Business Improvement Association, with respect to this matter;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of

communities;

- the recommended amendment is consistent with the 1989 Official Plan, which encourages the management of land and resources to promote economic development; and,
- the recommended amendment is consistent with The London Plan, which encourages economic revitalization and enhancing the business attraction potential of urban main streets. (2021-D09)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Lehman
Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: A. Hopkins
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.8 Application - 1478 Westdel Bourne 39T-20503 (Z-9278)

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Townline Orchard Property Ltd., relating to the lands located at 1478 Westdel Bourne:

- a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Urban Reserve UR3 Zone TO a Holding Residential R1 (h•R1-4) Zone; a Holding Residential R1 (h•R1-5) Zone; a Holding Residential R6 Special Provision / Residential R8 Special Provision (h•h-54•h-209•R6-5()/R8-4()) Zone; a Holding Residential R4 Special Provision / Residential R5 Special Provision / Residential R6 Special Provision / Residential R8 Special Provision (h•h-54•h-209•R4-6(11)/R5-7(9)/R6-5(61)/R8-3(5)) Zone; and an Open Space OS1 Zone;
- b) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision submitted by Townline Orchard Property Ltd. relating to the lands located at 1478 Westdel Bourne:
 - i) traffic control,

- ii) noise and lighting concerns;
- c) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of subdivision as submitted by Townline Orchard Property Ltd., prepared by Stantec (Project No. 161413921 Drawing No. 1), certified by Robert Wood O.L.S., dated October 13, 2020, as red-line revised, which shows a total of 39 low density residential single detached lots, 2 medium density residential blocks, 1 future development block, 1 park block, 1 road widening block, and 2 reserve blocks, served by 2 new streets being the extensions of Fountain Grass Drive and Upper West Avenue, SUBJECT TO the conditions contained in Appendix "B" appended to the staff report dated March 29, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated March 25, 2021 from H. Froussios, Zelinka Priamo Ltd., with respect to this matter;

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

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

- the proposed 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 development of low and medium density forms of housing, including single detached dwelling lots, townhouse and cluster forms of housing, and low-rise apartment buildings taking place within the City's urban growth area and within an area for which a secondary plan has been approved to guide future community development. It also achieves objectives for promoting compact form, contributes to the neighbourhood mix of housing and densities that allow for the efficient use of land, infrastructure and public service facilities, supports the use of public transit, and increases community connectivity;
- the proposed draft plan of subdivision 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 of subdivision and zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Low Density Residential, Multi-Family, Medium Density Residential, and Open Space designations;
- the proposed draft plan of subdivision and zoning conforms to the Riverbend South Secondary Plan, its vision and its principles of connecting the community (through a multi-use pathway, pedestrian connections and street network), providing a range of residential housing types and densities (from single detached dwellings to townhouses and low-rise apartment buildings), promoting healthy living and active transportation (neighbourhood park for passive recreation and a highly connected cycling and pedestrian network), and promoting environmental sustainability (diversity of uses, density and street pattern to facilitate viable public transit); and,
- the proposed draft plan of subdivision and zoning represents the third and final phase of the Riverbend South community. In terms of use, form and intensity the proposed subdivision plan is considered appropriate and consistent with the Council-approved plan for guiding community development. (2021-D09)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Lehman
Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Lewis
Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.9 3080 Bostwick Road - 39T-18502 (Z-8931)

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by 731675 Ontario Limited (York Developments Inc.), relating to the lands located at 3080 Bostwick Road:

a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix 'A', BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Urban Reserve UR4 Zone and an Environmental Review ER Zone TO a Holding Residential R9 Bonus (h•h-100•h-221•h-222•R9-7•B-()•H45) Zone; a Holding Residential R9 Bonus (h•h-100•h-221•h-222•R9-7•B-()•H45) Zone; an Open Space OS2 Zone; an Open Space OS4 Zone; and an Urban Reserve UR Special Provision (UR4()) Zone;

the Bonus Zone applying to Block 2 in the proposed plan of subdivision shall be enabled through one or more agreements to facilitate the development of a 189 unit residential apartment building with a maximum height of 18 storeys, and sixteen (16) stacked townhouse dwelling units with a maximum height of 15 metres, and a maximum overall density of 205 units per hectare, which generally implements in principle the site concept and elevation plans appended to the staff report dated March 29, 2021 as Schedule "1" to the amending by-law, with further refinements to occur through the site plan approval process, in return for the following facilities, services and matters:

i) high quality architectural design (building/landscaping) including a common design theme applied to street boulevards. Design elements are to have regard for the Urban Design Guidelines prepared for 3080 Bostwick Road;

ii) underground parking to reduce surface parking requirements. Surface parking spaces are to be largely dedicated for visitor parking;

- iii) large caliper boulevard tree planting with a minimum 100 mm caliper and a minimum distance of 10 m between tree planting for the extent of the site frontage for Bostwick Road and both sides of Street A as early as site construction allows;
- iv) construction of one accessible electric vehicle charging station located on the Bostwick Community Centre lands or in a publically accessible location of Block 2;
- v) construction of one transit shelter along the Bostwick Road frontage, or the commensurate financial equivalent for the feature;
- vi) construction of ten (10) publicly accessible bicycle share facilities/spaces;

the Bonus Zone applying to Block 6 in the proposed plan of subdivision shall be enabled through one or more agreements to facilitate the development of two (2) residential apartment buildings having a total of 387 dwelling units, with a maximum height of 17 storeys, and a maximum density of 320 units per hectare, which generally implements in principle the site concept and elevation plans attached as Schedule "2" to the amending by-law, with further refinements to occur through the site plan approval process, in return for the following facilities, services and matters:

A) Provision of Affordable Housing

- i) the affordable housing shall consist of a total of thirty (30) rental apartment dwelling units, which shall include nineteen (19) one-bedroom units and eleven (11) two-bedroom units;
- ii) rents shall be set at 85% of the CMHC Average Market Rent (AMR) for the London CMA at the time of occupancy;
- iii) the period of affordability will be identified as being thirty (30) years from the point of initial occupancy;
- iv) the Proponent shall enter into a Tenant Placement Agreement (TPA) with the City of London to align the nineteen (19) one-bedroom units and eleven (11) two-bedroom units with priority populations;
- v) these conditions shall be secured through an agreement registered on title with associated compliance requirements and remedies;

B) high quality architectural design (building/landscaping) including a common design theme applied to street boulevards. Design elements are to have regard for the Urban Design Guidelines prepared for 3080 Bostwick Road. Underground parking to reduce surface parking requirements;

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting held with respect to the application for Draft Plan of Subdivision submitted by Townline Orchard Property Ltd. relating to the lands located at 1478 Westdel Bourne;

c) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of subdivision relating to the lands located at 3080 Bostwick Road as submitted by 731675 Ontario Limited (York Developments Inc.), prepared by MHBC Planning (File No. 1094 'B' Drawing No. 1 of 1), certified by Terry Dietz O.L.S., dated July 25, 2018 and updated March 27, 2020, as red-line revised, which shows 2 multi-residential development blocks, 1 park block, 1 open space block, 1 walkway block, 5 road widening blocks, and 1 reserve block, served by 3 new streets; SUBJECT TO the conditions contained in Appendix "B" appended to the staff report dated March 29, 2021;

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 development taking place within the City's urban growth area and within an area for which a secondary plan has been approved to guide future community development. It also achieves objectives for promoting compact form, contributes to the neighbourhood mix of housing and densities that allow for the efficient use of land, infrastructure and public service facilities, supports the use of public transit, and increases community connectivity;
- the proposed draft plan of subdivision 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 of subdivision and zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Multi-Family, High Density Residential and Open Space designations;
- the proposed draft plan of subdivision and zoning conforms to the Southwest Area Secondary Plan, and the intent, purpose and function for high intensity, transit oriented forms of development within the Bostwick Residential Neighbourhood; and,
- the provision of facilities and matters in consideration of the proposed height and density bonus are considered reasonable, result in a benefit to the general public and/or an enhancement of the design of the development, and are considered warranted. The height and density bonuses received will not result in a scale of development that is incompatible with adjacent uses or exceeds the capacity of available municipal services. (2021-D09)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Lehman
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

3.10 611-615 Third Street (Z-9268)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Development Services, based on the application by Prince Antony, relating to the property located at 611-615 Third Street, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Neighbourhood Facility (NF) Zone TO a Residential R8 Special Provision Bonus (R8-4()*B-) Zone;

the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high quality residential apartment building, with a maximum height of 4-storeys, 20 dwelling units and a maximum density of 96 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated March 29, 2021 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

i) Provision of Affordable Housing

The affordable housing shall consist of:

- i) a total of three (3), three-bedroom units and one (1), one-bedroom unit, including one (1) accessible three-bedroom unit and one (1) accessible one-bedroom unit;
- ii) rents for the three (3), three-bedroom units and one (1), one bedroom unit be set at 80% of the CMHC Average Market Rent (AMR) for the London CMA at the time of occupancy;
- iii) that the period of affordability be identified as being thirty (30) years from the point of initial occupancy; and,
- iv) that the Proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the three (3), three-bedroom units and one (1), one-bedroom unit with priority populations;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that 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 recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation and Near-Campus Neighbourhoods; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2021-D09)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: A. Hopkins

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.11 Masonville Draft Secondary Plan (O-8991)

Moved by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, City Planning and City Planner, the draft Masonville Secondary Plan, appended to the staff report dated March 29, 2021 as Appendix "A", BE RECEIVED for information; it being noted that the draft Masonville Secondary Plan will serve as the basis for further consultation with the community and stakeholders, and that the feedback received through this consultation process and the outcomes of supporting studies will result in a revised Masonville Secondary Plan and implementing Official Plan Amendment that will be considered at a future public participation meeting of the Planning and Environment Committee;

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

- a communication dated March 23, 2021 from R. MacFarlane, Zelinka Priamo Ltd., on behalf of Rock Developments;
- a communication dated March 24, 2021 from R. MacFarlane, Zelinka Priamo Ltd., on behalf of Choice Properties; and,
- the staff presentation;

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. (2021-D08)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to open the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Lehman

Seconded by: S. Hillier

Motion to close the public participation meeting.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4. Items for Direction

4.1 3rd Report of the London Advisory Committee on Heritage

Moved by: A. Hopkins

Seconded by: S. Lehman

That, the following actions be taken with respect to the 3rd Report of the London Advisory Committee on Heritage, from its meeting held on March 10, 2021:

a) the following actions be taken with respect to the 101 Meadowlily Road South Working Group Report, from its meeting held on February 23, 2021 related to the Revised Notice of Application, dated December 17, 2020, from M. Corby, Senior Planner, with respect to a Draft Plan of Vacant Land Condominium, Official Plan and Zoning By-law Amendments related to the property located at 101 Meadowlily Road South:

i) the Heritage Impact Assessment (HIA), dated December 13, 2019, from T. Dingman BE RECEIVED and the recommendations, contained therein, BE ACCEPTED;

ii) the revised Conceptual Development Plan, dated November 11, 2020, from Dillon Consulting, as appended to the London Advisory Committee on Heritage Report, BE RECEIVED and the revisions made in keeping with the mitigation measures in the HIA BE SUPPORTED as follows:

- removal of all direct access from Meadowlily Road from the townhouse blocks;
- a minimum of 6 metre setbacks from the road widening, together with internal block in front of townhouse blocks, on the west side of Meadowlily Road; and,
- a maximum building height of 2.5 metres;

iii) the following matters BE REFERRED to the Civic Administration for further review during the Site Plan Approval process:

- a Landscape Plan for a naturalized buffer to be located on the proposed block within the condominium plan on the west side of Meadowlily Road;
- entrance feature design and location; and,

· fencing, walls and stormwater facilities, if any, along the west side of Meadowlily Road;

iv) the developer BE ENCOURAGED to revisit the townhouse block elevation for the units facing Meadowlily Road in order to achieve a design more harmonious with the rural setting as recommended by the HIA; it being noted that this appears to have been achieved by the conceptual elevation facing Meadowlily Road for the single units (units 1 and 36);

v) the above-noted Working Group Report BE FORWARDED to M. Corby, Senior Planner; and,

vi) the Civic Administration BE REQUESTED to include the London Advisory Committee on Heritage (LACH) on future approvals for this matter and to consult with the LACH on HIA related matters.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 2nd Report of the Environmental and Ecological Planning Advisory Committee

Moved by: S. Lewis

Seconded by: S. Lehman

That, the following actions be taken with respect to the 2nd Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on March 18, 2021:

a) the 14 Gideon Drive and 2012 Oxford Street West Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration;

b) the Victoria on the River, Phase 6 (1934 Commissioners Road East) Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration;

c) the 435-451 Ridout Street Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration;

d) the following actions be taken with respect to the Kelly Stanton Environmentally Significant Area Ecological Restoration Plan Working Group comments:

i) the Civic Administration BE ADVISED that the Environmental and Ecological Planning Advisory Committee (EEPAC) commends both the City of London and the report authors for their liaising with and involvement of local naturalists in the initial field work and community groups as part of follow-up plans; and,

ii) the Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration;

e) a Working Group BE ESTABLISHED consisting of R. Trudeau (lead), L. Banks and S. Levin, with respect to the properties located at 3095 and 3105 Bostwick Road; it being noted that the Environmental and Ecological Planning Advisory Committee reviewed and received a Notice of Draft Plan of Subdivision Official Plan and Zoning By-law Amendment dated March 10, 2021 from M. Corby, Senior Planner and the associated Environmental Impact Study;

f) the Civic Administration BE ADVISED that the Environmental and Ecological Planning Advisory Committee is supportive of the revised, Medway Valley Conservation Master Plan Phase 2 mapping, as appended to the EEPAC Report; and,

g) clauses 1.1, 2.1, 3.1 to 3.3, inclusive, 4.4, 5.2 and 5.5, BE RECEIVED for information.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 9:49 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – Old East Village Community Improvement Plan – Performance Measures and Indicators of Success (O-9285)

- Councillor Squire: If I could just ask for the staff presentation to go ahead that would be great.
- Good afternoon. It's Mr. Bailey again. This is for file O-9285, it's going to be the same as two minutes ago so I don't know if you want a whole presentation just for the sake of the recording but if not just let me know. So the purpose of this file is to have an.
- Councillor Squire: Sorry. Go ahead and make it the shorter version unless somebody.
- Councillor Squire: Technical questions from the Committee? Yes Councillor Hopkins.
- Councillor Hopkins: Yes, thank you Mr. Chair. My question is regarding boundaries; how are they established, the CIP boundaries, what is that process that we undertake look like?
- Graham Bailey, Senior Planner: It's Mr. Bailey. I'll take a first stab at and someone else can chime in if they want. So, generally it starts with a study area that is often picked by, by staff. I'm just thinking back to my days of when I did the more recent Hamilton Road Community Improvement Plan. Staff, we decided on a boundary that we thought was appropriate and then we took that out to the community for feedback and in this case of the Hamilton Road one, for example, we determined that it was actually a good idea to add a little bit more of Hamilton Road in into that CIP through the public consultation. If you're more thinking about how the Old East Village Community Improvement Plan was, was selected that was back in, I believe 2004, it was primarily focused along the original boundaries, primarily focused along the Dundas Street corridor between Adelaide and I believe Egerton and then in 2005 it was expanded to Charlotte Street along Dundas. Again, that's a public process through the *Planning Act*, it's a public participation meeting, there's circulation, it would be considered an Amendment to the Official Plan or to the Community Improvement Plan and to the to the Community Project Area so there's a formal public process that would have to happen.
- Councillor Hopkins: Thank you, for, for that. I think that's good information to have when it comes to boundaries, that public process has to be followed. I, I guess, and we've just more or less established the CIP's within the past ten years. If there was a reason to change the boundaries would that come from the public? How would that look like?
- Graham Bailey, Senior Planner: Through the Chair, it could come from the public there's definitely been interest from the public any time a file like this comes before Committee and Council. If that's the case, I think staff would likely need direction from Council to undertake that Study, we can also look at it during the comprehensive CIP reviews that we do periodically to help them for multi-year budgets, so that would be another option to undertake a Study.

- Councillor Hopkins: Ok. thank you for that.
- Councillor Squire: Thank you. Any other technical questions? There being none then I will go to the public. Is there anyone online or in either of the rooms who wishes to speak to this matter?
- Mr. Chair, it's Cathy Saunders I just let Valerian Marochko in.
- Councillor Squire: Alright. Hello?
- Valerian Marochko: Good Afternoon.
- Councillor Squire: Go ahead.
- Valerian Marochko: Can you hear me?
- Councillor Squire: I can. This is the Chair, Phil Squire, and just so you know we have, you have five minutes to speak so go ahead.
- Valerian Marochko: Yes, reviewing the document it's a great program. As the property owner of the Cross Cultural Learning Center we didn't know about the program about the façade so but you see participation in the program could be improved with better advertising of the existing programs would be including somehow in the performance measures of the program because some of the people like us we might have considered but didn't know about it so that's the only comment I have.
- Councillor Squire: Alright I think that's a fair comment. Perhaps staff could either reply now or indicate you'll, you'll consider some advertising of these programs.
- Graham Bailey, Senior Planner: Through the Chair I can just make a quick comment. We do try to advertise, in Old East Village we work closely with the BIA, they are partners in this and they help us a great deal, get the word out to their, to their, you know, the business owners and the property owners in, in their area. We also tried to get the brochures and those kinds of things in, into like the Building Division so people know if they go in for permits it's available but a good idea would maybe be a mail out or, or something like that to, you know, to all the property owners and tenants along Old East Village or some of the other Community Improvement Project Areas to just let them know that these are available.
- Councillor Squire: Yeah and I think their points well taken for the gentleman that the Business Improvement Association is always a good source of everything that's going on in, in your area so that's, that's a good place to get information. Thank you very much for your, for your question. Anybody else wishing to speak? It appears not so I'll need a motion to close the public participation meeting.

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2021

By-law No. Z.-1-21 _____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1414 Dundas Street.

WHEREAS Humane Society London & Middlesex have applied to rezone an area of land located at 1414 Dundas Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1414 Dundas Street, as shown on the attached map comprising part of Key Map No. A108, from a Commercial Recreation (CR) Zone and a Regional Facility (RF) Zone to a Restricted Service Commercial Special Provision (RSC2()) Zone.
- 2) Section Number 28.4 of the Restricted Service Commercial Zone is amended by adding the following Special Provision:
 -) RSC2() 1414 Dundas Street
 - a) Regulations
 - i) Front Yard Setback 36.5 metres (119.8 feet)
(Maximum)
 - ii) Parking area permitted between the treed allée and any building
 - iii) 10.0 metre (32.8 feet) landscaped buffer area adjacent to the west interior side yard parallel to the treed allée

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

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

PASSED in Open Council on April 6, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 6, 2021
Second Reading – April 6, 2021
Third Reading – April 6, 2021

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – Application – 1414 Dundas Street (Z-9276)

- Councillor Squire: Go ahead with the staff presentation, please. It looks like we have lost someone. Is there someone else that can present this matter or what's. We heard the first little bit and then you were muted so go ahead. Just to clarify before we go to technical questions, am I right for listening to you that the one issue that remains outstanding for the Committee today is the parking lot adjacent to the tree allée that staff is not endorsing?
- Alanna Riley, Senior Planner: So there's the three special provisions that we are putting forth; there's specific policies with orientation to the building along Dundas Street; noting that the irregular, that the property's kind of an irregular shape, that it's got the CN Rail running along it. They are satisfied that the applicant has provided to the best they can to meet this policy. That is why we're including of the 36.5 meter front yard setback just to make sure that they don't go farther setbacks because we know looking at their layout that they can come up that close, if that makes sense. The second provision is we are including no parking between the treed allée and the, any building because it's very specific in the Psychiatric Secondary Plan, the London Psychiatric Secondary Plan that that policy states there is to be absolutely no parking between the building and the treed allée which is a cultural heritage feature and then the last one is the applicant has provided a lovely landscaped, a long skipping area along the treed allée, looking at the London Psychiatric Secondary Plan it does have a specific policy in there that requires a five meters so staff have also recommended in our special provisions that there, that that five meter at least be there.
- Councillor Squire: Alright so that that'll enable the applicant to know hopefully the issues they have to address in their, in their presentation. So thank you. Any technical questions, Committee? Sorry I just thought I would clarify where, what the issues were. There being none then we will go to the public. Is the applicant here to make a presentation? I know there are some representatives. Mr. Campbell.
- Well Mr. Chair, can you hear me? It's Matt Campbell here.
- Councillor Square: I can hear you now. Did you listen to the earlier part of the meeting?
- Matt Campbell, Zelinka Priamo Ltd: Yes I did hear the staff presentation.
- Councillor Squire: Right, so hopefully you can direct yourself to the issues at hand. We understand what the building is and what's staff agrees on, hopefully you can direct yourself to the areas of difference. Thank you.
- Matt Campbell, Zelinka Priamo Ltd: Yes. Absolutely. So thank you very much Mr. Chair and members of Planning Committee. My name is Matt Campbell from Zelinka Priamo Ltd and with us today in our meeting we have Steve Ryall of the Humane Society as well as Tom Tomljenovic from SBM. We can answer any questions that the Committee may have. So the first thing to keep in mind with this proposal is that this is a highly desirable use for the City of London; we think this is a wonderful thing and in terms of, of planning, you know this is one of these feel good projects that everyone loves to see and we're very excited to

bring this to the floor of Planning Committee. Now we'll get right to the chase, the issue at hand is the, is the policy which, which speaks to parking between the building line and lands adjacent to the cedar lane and we did provide a letter that I believe was circulated to Committee Members that offers our interpretation for how this proposal is consistent with that policy. Now I believe the, the comment from staff was that there's absolutely no parking allowed in that location. We disagree with the assessment there because the, the actual policy makes reference to parking adjacent to the heritage, cultural heritage landscape area which is that treed allée and we are proposing a fairly wide landscape strip there, ten meters which is well in excess of what it otherwise would be permitted or not permitted, proposed. That feature allows us to have this interpretation that the parking is far enough away from that feature that we can comply with that policy. The other thing to keep in mind here is when we're, when we're talking about addressing this policy is that this is a highly unique site; this is a highly unique use with very, very specific goals in terms of site layout and if time permits I'm sure Steve from the Humane Society can elaborate but in simple terms what we need to do with this site is ensure that there is spatial separation between the publicly accessible areas which would be that parking area and, and front doors and the, the private areas and animal care areas. I know the Humane Society has had issues with people trespassing and trying to get to animals back when, when they really shouldn't as well as you know people just wandering into animal care areas and the proposed design of this site speaks specifically to addressing those functional needs. That's why when staff originally brought this to our attention we looked at different arrangements for this site and concluded that unfortunately this site cannot be configured in, in a way that staff were suggesting and also meet the unique functional requirements of the Humane Society. What we're talking about the treed allée I think it's also important to note that the comments from heritage planning staff were in agreement with it and we're also in agreement with the Heritage Impact Assessment that we submitted along with the application demonstrating that they were satisfied that the cultural heritage features would be protected. Now, we did, we provided the letter for the Committee's consideration and we certainly would request that the, the Committee would endorse a amended Zoning by-law that would be brought forward so that specifically would be to amend, I understand there is the amendment to Roman numeral one which I believe Alanna already mentioned and we're also requesting that Roman numeral two to that by-law be removed entirely. If we have a little bit of time, I will invite Steve to say a few words about how the Humane Society is excited to, to be on these lands and the prospects for moving forward.

- Councillor Squire: You have one minute left.
- Steve Ryall, Humane Society London and Middlesex: Okay. Thank you for the opportunity to speak. It's Steve Ryall, the Executive Director of the Humane Society London and Middlesex. The Humane Society has been in the in the community for over one hundred and twenty years now sitting on a site that's just under one acre and nine thousand square feet. The new facility will move us to a thirty-seven thousand square feet (eleven acre) property that will allow us to really fulfill all the requirements for animal welfare in today's standards. One thing I want to really push is that we're not just building a shelter here, we're building a community center. This community center will offer the opportunity for kids camps in the summertime, school programs during the school year, there's a large public event hall that will be rentable and also used for, you know, that that rehabilitation of older animals during the day where they can actually get out and move around a little bit, with our winters that's made it sure tough over the years. The Education Center will be also opportunity for groups, local groups, to meet in and have different meeting rooms at different times of the day and, and really just a neighbourhood regeneration program here. The public support has been huge

and I would like to talk about the layout of the building. I've been to twenty-nine Humane Society shelters across North America in the last two years and, you know, it's built for that and its designed in that way for our partnerships and agreements with provincial animal welfare services and the London Police Services, the building and the layout provides an excellent opportunity to protect those animals from the general public and also from the general public from them in certain situations and so that, that eastern portion of the property would be fully fenced with runs inside of it that the animals would be able to use as long, as well as trails and trees around.

- Councillor Squire: Mr. Ryall, you're running up close to six minutes. I'm trying to indulge you a little bit but if you could wrap up that would be great.
- Steve Ryall: I'm good and appreciate the extra minute. Thank you.
- Councillor Squire: Thank you very much. Are there any other public presentations that we're aware of in either of the rooms or online? I wasn't aware of any. Does not appear so. So I just need a motion close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.4 PUBLIC PARTICIPATION MEETING – Application – 1870 Aldersbrook Gate 39CD-20514

- Councillor Squire: Just for the Committee's benefit this matter may take a little - presentations. After that is my intention to call a brief recess so the Committee can have a break, now, not overly long but just a brief recess. So public presentation, go ahead or the staff presentation, go ahead please.
- Sorry Mr Chair, Mike Corby here. So just to clarify that this is the staff presentation for Meadowlily, right?
- Councillor Square: It is yes.
- Mike Corby, Senior Planner: Sorry and just before I start that there is a location.
- Councillor Squire: Whoa, whoa, whoa. I'm sorry, it's Aldersbrook Gate. I'm sorry. Everybody looks at me like, like I just made a small error there folks, a small slip up so we're going to do Aldersbrook Mr Corby. So that was my mistake which I quickly became aware of.
- Mike Corby, Senior Planner: Thank you. I was a little confused.
- Councillor Squire: Alright, there is no staff presentation I understand so I'll turn this matter over to the Committee.
- Mike Corby, Senior Planner: Thank you.
- Councillor Squire: Because I don't think there's any public presentations? No. Alright, applicant do you wish to make a short presentation?
- Katelyn Crowley, Zelinka Priamo Ltd.: That's okay. Sorry, this is Katelyn with Zelinka Priamo Ltd. on behalf of the owner. We have read the staff report and believe that we can agree to the conditions. That's it. Thank you very much.
- Councillor Squire: Great. Turn it over to the Committee at this point in time. Is someone prepared to move the recommendation or any. The mayor is moving the recommendation. Oh, we haven't closed the public participation meeting. We need a motion to close the PPM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.5 PUBLIC PARTICIPATION MEETING – Application – 101 Meadowlily Road South 39CD-20502 (OZ-9192)

- Councillor P. Squire: I'll look for the staff presentation please. Sorry is someone prepared to make a presentation on this matter.
- Mike Corby, Senior Planner: Through you Mr. Chair, Mike Corby here. I have a presentation available for this and also, it's included in the added agenda if people want to follow along with it and before I start, I forgot a slide just a reminder that this application did go to the Planning and Environment Committee back in October 5, 2020. At that meeting the applicant sought to get this deferred back to staff, their original proposal showed three story townhomes and through our recommendation we required a maximum two and a half stories so the applicant sought deferral and so they've gone back and now we're here today with the slightly revised application. So, the subject site is 101 Meadowlily Road, it's located in the north east corner of the Highbury Avenue South and the Commissioners Road East. It's between the Highbury Woods on the west side of the site and the Meadowlily Woods ESA along the east side of the site. The nature of the application so part of this application is a city initiated Official Plan amendment changing the Urban Reserve Community Growth designation of the 1989 Official Plan to Low Density Residential along with that is a Zoning Amendment application and Vacant Land Condominium application that would permit an 88-unit cluster residential developments, 36 single detached dwelling units within it and 10 townhomes totaling 52 units within them. The conceptual site plan you can see in there identifies open space area, naturalized area on the west side of the property those lands will be zoned and designated as open space and dedicated to the City as part of the site plan approval process. You can see the units that are now fronting along Meadowlily Road previously had driveways out to Meadowlily Road they've been moved internally and access to those buildings from the street. Those buildings also along Meadowlily Road have been reduced to two storeys in height. In terms of policy within the London Plan the site is within the Neighbourhood Place type designation. The proposed cluster residential development is in keeping with the range of permitted uses within this place type. In the 1989 Official Plan as mentioned this is within the Urban Reserve Community Growth designation. This designation is used to identify lands that will be used for a mix of urban land uses in the future. The City has initiated an application to change these low density residential and feel it's appropriate on the site-specific basis given that the London Plan has already does any of these lands as the Neighbourhood Place type. Through this process there was a lot of public concern a lot of this was addressed at the original meeting, but we'll go through the main issues again. So, one of the main issues was traffic and so through the review process it was determined that the proposed use will not generate significant levels of traffic and should not have any adverse effects in the area. Safety was a concern and through the application a sight line analysis was completed to ensure safe sight lines are available along Meadowlily Road. A reduction in speed to forty kilometers an hour is forthcoming through a Council approved initiative to reduce speeds on local roads throughout London and as mentioned the applicant has removed fourteen driveways from accessing Meadowlily Road South helping improve safety along along the road. Parking was another main concern specifically on street parking and the ongoing issues they're having with that. The vacant land condo proposed originally had ten visitor parking spaces through the revised plan

they've increased this to thirty one visitor parking spaces which is well above what's required. Impacts on the surrounding feature in terms of the abutting woodland to the east and the Meadowlily ESA to the west and staff feel appropriate buffering have been provided between these land uses. Now we're receiving a thirty-five-meter set back from the drip line of the Highbury Woods. All lands outside the development limit will be dedicated to the City and zoned and designated open space and the existing right of way for Meadowlily Road provides a significant buffer and hard boundary between the land uses to the east and does not allow for the potential encroachment of the proposed development into the natural heritage feature. This right of away combined with the proposed setbacks creates an appropriate buffer and separation between land uses resulting in minimal impacts from the proposed development on the abutting ESA. Heritage concerns and maintaining that real context was also raised at the original public meeting. Staff feel that with the reduced height along Meadowlily Road as well as the proposed setbacks and the removal of the driveways and garages the development provides an appropriate response to the abutting lands and the rural setting of the area. The large more functional green space now provided in front of the development will provide a greater opportunity to implement the recommendations outlined through the Heritage Impact Assessment in an effort to maintain the rural context. Some of the abutting property owners had concerns about stormwater and flooding and whether it will affect their property or not as part of the site plan approval process the applicant is required to demonstrate that stormwater will not impact the surrounding lands. Through the site plan process the applicant has been able to prove that the site stormwater management design will match and or improve the site's predevelopment conditions so there shall be no impacts on the abutting properties. Staff is recommending approval of the pros of the proposed amendments the proposal is keeping with the policies of the 1989 Official Plan, the London Plan, and the Provincial Policy Statement. The proposal will facilitate the development of an underutilized property and encourages an appropriate form of development. The subject lands are located in close proximity to arterial roads ensuring easy access to the 401 and other areas and services within the city and the site is situated near two community commercial nodes which will support and benefit from the proposed increase in density for the community. That's it thank you.

- Councillor Squire: Thank you very much. From the committee technical questions only please. There being no technical questions we'll go to a public participation and first all here, we'll hear I should say from the applicant and again everyone will have 5 minutes to speak. Is there someone from the applicant who wishes to make a presentation?
- Melanie Muir, Planner, Dillon Consulting: Hi yes. Hi I'm Melanie Muir from Dillon Consulting a planner for the applicant.
- Councillor Squire: Go ahead.
- Melanie Muir: Thank you committee members. We would like to just give a brief overview. The presentation was already included in the agenda package. The project overview, on October 5, 2020 a public meeting as Mr. Corby has said for this proposed development was held at City Hall. Based on the concerns brought forward by the residents as well as the municipality we redesigned some of the proposal to address many of the concerns as possible. The proposed development consists of the following, 36 single detached dwelling units which is

one less than what was originally proposed and 52 townhome units for a total of 88 units. All units have been designed to a maximum of two and a half storeys in height as required by the by-law, reduction from the three storeys as Mr. Corby indicated that we had already proposed. Direct access to Meadowlily Road for individual townhome units have been removed and internal access provided allowing for a larger setback from the ESA and additional landscaping and tree planting to intense intensify visual buffer between the road and the development. Private sanitary sewers and storm sewers including a private sanitary pump station and forcemain are to be provided. A public/private watermain will be constructed to service the development. Buffers from the Highbury Woods Park and the Meadowlily ESA in accordance with provincial and municipal requirements are being maintained. Landscaping and heritage compensation features complimentary to the natural existing landscape will be included. As Mr. Corby indicated visitor parking from the site will be increased from the required ten to thirty-one spaces well over the number of spaces required under the by-law. Since the public meeting the City has approved our request to reduce the speed limit of Meadowlily Road South from the existing fifty kilometers an hour to forty which is anticipated to go to Council sometime within 2021. The next page shows the changes to the conceptual development plan with the enhanced buffer along Meadowlily Road as well as the naturalized areas in the open space will be dedicated to the municipality in the rezone. We also included some examples some renderings of the, both the single detached as well as the townhome units. The ones facing Meadowlily Road with, which are on the second page of the renderings they include the access only via sidewalks to trail and the open space with the following page showing the garages in the rear along the internal road and as well the front and side facing views of the traditional units which are further interior to the proposed development as well as the back sorry. And we have some views looking along private street A and Meadowlily Road South both looking south and north along that road. With respect, regards to response to some of the additional public comments received are they are asking about overflow to the pump station where would it go and that it should not outlet to the watercourse or the ESA and our response is that the sanitary sewer pumping stations has a large capacity of concrete holding tank with the two-pump design with one primary and one back up. There is no overflow outlet to any watercourse nor to any part of the ESA as it is a closed system. The pumping station is designed and is in compliance with the Ministry regulations. Who's responsible, whose responsibility will it be to maintain the pumping station and alarm system. It should be noted that the condominium corporation will own and maintain the pump station via a maintenance contract with a City approved contractor and will include a proactive maintenance schedule. There is a backup pump in the pump station in case the primary pump malfunctions and requires repair. The pump station will have automatic alarm notification via telecom to the maintenance contractor. Another concern was that are there any erosion concerns and potential drainage into the TTLT property, and this has been addressed in the stormwater management design. The stormwater is to be managed on-site mainline sewers and/or holding chambers before releasing it into the City storm sewer system. A comprehensive erosion and sediment control management plan has also been developed and provided as part of this submission. There were also concerns with regards to flooding as Mr. Corby indicated and his response is what we have designed which is it's addressing the stormwater management design. Concerns with the need for compensation seedlings and monitoring of the butternut trees, the habitat zone which is a fifty metre radius of a single category 2 retainable butternut will be disturbed by the grading work, as a result of the anticipated disturbance ten butternut saplings will

be planted as compensation within the cultural meadow area of the subject property as well as ten compensation trees as specified in the regulations. A Butternut Health Assessment report is being filed and approved by the Ministry of Environment, Conservation, and Parks. Prior to disturbance of the butternut habitat zone impact will be registered with the MECP in accordance with section twenty-three point seven under the Ontario regulations. The locations of the ten butternut samplings will be provided in a planting plan following confirmation of the compensation ratio for other trees removed from the subject property with the City.

- Councillor Squire: We're now well over five minutes I've given you a little extra time but if you could wrap up that would be great.
- Melanie Muir: Sure, basically we're in complete agreement with the recommendations of administration and are here to answer any questions. I also have my other, our engineer sorry are here as well Jason Johnson and Sam Shannon as well as the developer himself in case anyone has any questions.
- Councillor Squire: Great thank you very much. So now we'll go to the public and just before we start that each person will be allowed up to five minutes. If you could identify yourself with your name and your address if you would like that would be really helpful and if you just keep in mind that we try to keep these meetings civil. I know there's strong opinions but if you could refrain from, from any personal remarks or any cheering and clapping that would be really helpful as there may be people with a different point of view as you. In terms of questions and this is not sort of a question and answer session but if you ask questions or there's things you want to know and I can try to get the answers from staff or the applicant for you I will make sure I do that. So, with that being said we're looking forward to hearing from you and are we going to do online first or in the meeting rooms. Alright why don't we go to online and the first one I have is Daniel Hines that was the name given so perhaps I could just find out who is online waiting to speak.
- Cathy Saunders, City Clerk: Mr. Chair this is Cathy Saunders. Mr. Weir is ready to speak.
- Councillor Squire: Go ahead. Sorry we're still not hearing anyone.
- Cathy Saunders: Mr. Weir is unmuted so I'm not sure why he is unable to speak. Perhaps you could go on to Mr. Richardson in the meantime.
- Bruce Richardson: Good afternoon my name is Bruce Richardson and I'm a resident at 25 Meadowlily Road South and have been for approximately fifteen years. The main thing that we're, speaking to my neighbors seems to be the consensus and we all do support some kind of low-density development I'm certainly surprised that eighty-eight units would be considered low density that is approximately anywhere from one hundred seventy-six people up to two hundred and sixty-four people depending on the family size. We personally or a few of us have discussed this and we definitely think that it would be more advantageous for the development to be private family homes. We understand that the thirteen approximately thirteen-acre property is down to about twelve acres because of the abutments or the space between the ESAs. But the other thing that we always bring up is the traffic and the parking both human and vehicles. The traffic down here in the last year has gone ten times what it was already with visitors to

the park there is obvious safety problems. The speed's been addressed that's wonderful. There is a blind curve on the road, there is no sidewalk, there is people and children walking up and down those roads almost every day so it's certainly a safety concern having you know, you know two hundred sixty-four people I mean under the set up to it could be eighty-eight units could be a hundred seventy-six cars. The other thing that we are happy to hear that the attempts to have a land trust property. The Meadowlily nature preserve has been recognized. I want to remind Council that this development is surrounded by three ESAs. So you've got Highbury Woods, Meadowlily Woods and the TTLT nature preserve and we are always available to talk to anyone that on this matter. You know we're very concerned with the land and the animals and the visitors that we have down here in the park. Thank you very much for the opportunity. Have a great day.

- Councillor Squire: Thank you Sir. Who's up next?
- Cathy Saunders: Mr. Shannon is next.
- Councillor Squire: Go ahead.
- Melanie Muir: Through you Mr. Chair, Mr. Shannon as part of Dillon.
- Councillor P. Squire: Yeah, the names that are given are actually Dillon, Johnson, Richter and Riley are all members of the applicant.
- Cathy Saunders: I apologize we have no way of knowing.
- Councillor Squire: No that's fine.
- Cathy Saunders: Let me check Mr. Johnson is also.
- Melanie Muir: Yes.
- Cathy Saunders: Next is Richter, R. I. C. H. T. E. R.
- Councillor Squire: Yeah, again the names with Dillon are Shannon, Johnson, Richter, and Riley.
- Cathy Saunders: Rosemary Boyd.
- Rosemary Boyd: I'm here watching from home.
- Councillor Squire: Okay did you want to speak to us?
- Rosemary Boyd: Probably just the obvious that I'm an avid hiker in the area I'm very familiar with it and I really hope that you know we'll all be gone some day and I think that keeping these lands free from development period would be a really nice legacy for our children. Thank you.
- Councillor Squire: Alright thank you very much.
- Cathy Saunders: Next is Mr. Weir.

- Dennis Weir: Can you hear me?
- Councillor Squire: Yes, thank you.
- Dennis Weir: Yes, I spoke originally at the October meeting. I'm very much against this proposal as with the previous speaker I think we need to look to the future and maintain the ecosystem. This is so close to a nature preserve this development which sadly distracts from the protected area it's just a disaster waiting to happen. It's just too dense of a population proposed the hazards in the wintertime, increased traffic, the potential for accidents with pedestrians with increased number of the homes in that area. I think most Londoners visit this area would really like to see it kept the way it is. The minor changes that they've made since October don't really make any difference whatsoever with respect to that concern. Thank you very much.
- Councillor Squire: Thank you Sir. Next.
- Cathy Saunders: Ms. Symington.
- Councillor Squire: Go ahead.
- Barbara Symington: Mr. Chairman thank you and committee members. My question has to do with is there a heritage study attached to this development proposal especially you know there was a previous heritage study that focused on park farm on Meadowlily Road but there appears to be no heritage studies attached to this particular application. Are there any available? There is a neighbourhood tradition that there was a long house situated at 101 Meadowlily Road and so my question is what archaeological review will be undertaken to see if in fact this is indigenous lands previously. Also there have been things found in the adjoining properties early early nineteenth century artifacts including some military artifacts that seem to be connected to the War of 1812 so not only is this a very very important environmental gem in the City of London but I also think that we have to look at the historical importance and so much of our history unfortunately has been lost and developed over. And just speaking for myself I appreciate what the developer and what the consultant have said about that pumping situation but boy if anything can go wrong it will and you know that's a lot of sewage in that area. So, thank you very much for allowing me to speak and as I said I'd very much like to know if there will be an archaeological investigation prior to any development. Thank you again.
- Councillor Squire: Thank you. Who's next?
- Cathy Saunders: Mr. Richardson.
- Councillor Squire: Bruce Richardson spoke.
- Cathy Saunders: Melanie Oudshoorn sorry.
- Councillor Squire: Oudshoorn. Go ahead.
- Melanie Oudshoorn: Hi yes hello. I just wanted to comment on I'm surprised that development would be allowed in this spot just because of the ESA and the nature there so however disappointing that is the traffic will increase and I think

that would be a really big concern for that area and just the taking away from that from the forested area there. I just wanted to mention my concerns so thank you.

- Councillor Squire: Thank you very much.
- Cathy Saunders: Nancy Tausky.
- Councillor Squire: Go ahead. Hello? Ms. Tausky?
- Nancy Tausky: Hello. Am I unmuted?
- Councillor Squire: You are unmuted now.
- Nancy Tausky: I seem to have lost the visual aspect of this meeting but if you can hear me that's fine.
- Councillor Squire: Yeah, it's fine if we can hear you.
- Nancy Tausky: Okay. I want to say that I appreciate the attempts that the developer has made to meet some of our other, our earlier complaints and also I want to commend the LACH report based largely on the HIA for this development and I think it's very good and I want to commend all of its recommendations. I have three points I want to make myself and they'll go a bit further first I do agree with the people who are saying that there should be no development here. I think that surrounded as it is by natural areas and two important historical sites three of one includes the remains of the mill that it's on it's not the right place for a development of this size. I prefer to see no development here if there were, if there is to be one, I think it should be a development of much lower density. If there is going to be a development here I think that the designers are losing an opportunity to do something original and very interesting and trying to make the development more suitable for its rural site. As it is with the density and the spacing there's really quite a strong urban flavour to the development and also when that is I think rather depressing the development there's a sameness about all the buildings especially the individual buildings the ones that are designed to hear a one family and even though they've added some historical detail to the buildings they still have a strong urban flavour. If you look around the picture of the road, the interior road it looks more like an urban institution than it does a series of rural houses and I think there is, there would have been lots of room to do something more interesting both in design and spacing and if we're going to keep it there which I'd prefer that we didn't I'd really like to see it substantially rearranged. My second comment has to do with the relationship to the road, Meadowlily Road is very old, it was the path used to bring people to the mill from south of London of very early in the nineteenth century and although it's no longer simply a dirt path, it still is a road that retains a strong urban character with its narrowness, its lack of curbs, the growth on both sides of the road and it's if we put in curbs widening the road that rural character and that historic quality is going to be entirely gone. I would like to see stronger buffering on the west side of the road. The view of the townhouses shown in the proponent's presentation again has a much more urban character than a rural one. I'd like to see buffering in second set in the east side of the road. And finally I really can't understand the logic that decided there should be an urban development in this site of any any sort surrounded as it is by historical and natural protected sites. I'm not against density and increasing the density in London I think the idea of increasing the density to make, to protect agricultural and natural and important natural lands is

very good one but I don't understand why this is not a protected natural land. I know it's late in that process to make this observation I have made it from the beginning and so have many other people and I don't suppose that accepted our dreams there's any chance of going back to making it a natural site but if there were any way that the City could help the developer relocate on some other site I will, I and many other people thousands I think would very much appreciate it. Thanks for listening to me although you might think from this last comment that I've been cooped up too long.

- Councillor Squire: Thank you very much. We've all been so cooped up so long so don't worry about that. Who's next to speak?
- Cathy Saunders: Erika Boody.
- Councillor Squire: Go ahead.
- Erika Boody: Okay thank you. Can you hear me?
- Councillor Squire: Yes, we can hear you.
- Erika Boody: Perfect. I'm a resident of London as well and I also am against this proposal. I'm in agreement of private family homes that this site because it's more in keeping with what's already on site on that road. I also appreciate the attempts to mitigate the effects of the development but disagree that these measures are sufficient changing to low density residential from urban reserve community growth designation. I just had a couple of questions I was wondering when this site was actually designated urban reserve community growth, when it was given to be a mix of urban uses in the future. Basically, we wanted to declare a climate emergency so I don't know when this designation was taken into effect but even more recent than that was the climate emergency declaration, and I don't think you know we should be taking the word emergency lightly. It means immediate action and so we're actually going against that. Also, the report to the Planning and Environment Committee states that London's growth and development is well planned and sustainable over the long term it also says that the development will be serviced by new private roads access for Meadowlily Road South and will include thirty-one visitor parking spaces on site. This is so close to a nature preserve and an Environmental Significant Area and it doesn't meet the requirements of a sustainable city. The requested amendment is to permit a vacant land have eighty-eight units the mitigation measure was what, to decrease it by one unit it's nothing and a half of floor and what about the bird population right next door. I don't think that was really taken into consideration an increased visitor parking spaces is great for the residents of the complex, but it also means more urbanization. The city is expanding and we're clogging the land not letting the water penetrate into the soil the more water we use the more waste we produce and so as like you know I know that it sounds like they're putting a lot of effort into making a stormwater management plan but unfortunately these designs aren't always fail-proof. Our own pollution plants overflow whenever there's heavy rains and it's outputting into the Thames River. We need effective stormwater management to manage quality and quantity and so and also how are these pumps running is this going to be, are they going to be run by renewable energy. Even if we put in permeable concrete here permeable concrete is not as effective in these winter climates that we that we have here in London and they also require a lot of maintenance. And yeah the forty kilometre an hour speed limit is not a big accomplishment it's a very steep

hill and yeah there's a lot of pedestrians using it especially the visitor parking is over full where are those people going to park, you guessed it they're parking on Meadowlily with all the other trail users and the other residents that already live on that, on that street and the buffer leaving minimal impacts on the ESA science says otherwise. Again, and again, it does not take a lot of effort to find articles proving this and I'm happy to send some your way if you'd like. The reduced height and setbacks are not enough considering the setting of this area. And one other question was about the Jefferson Salamander there's new technology using handheld point of need tool to sample extract and analyze the water ways, that is an endangered species, so I'd like to know more about the efforts made for Jefferson Salamander to identify if they are in this area or not but yeah, I respectfully disagree. Thank you for your time.

- Councillor Squire: Thank you. Next online speaker?
- Cathy Saunders: Mr. Chair that is the last person we have registered to join us remotely. I have a number of individuals who have joined us, they aren't registered nor am I sure how received the link perhaps the Chair would like to ask depending on whether they're here to speak to this matter.
- Councillor Squire: How would they do that? Do they have to indicate and notify you?
- Cathy Saunders: They could unmute and indicate if they are here for Meadowlily. If we don't hear anything, we can assume that you could go to the rooms.
- Councillor Squire: Okay I'm sorry mute.
- Cathy Saunders: If they could unmute and indicate.
- Councillor Squire: Okay, is there anyone else watching right now who wishes to speak if so let me know and we will allow you to speak for up to five minutes. Okay thank you very much so there being no other online speakers we will go to in person in the breakout rooms I think there's Committee Rooms 1 and 2, and 5. Let's go first to Committee Room 1 and 2, is there someone there that wishes to speak on this matter? If we could just get your name and address if possible and then you'll have five minutes.
- AnnaMaria Valastro: Hi my name is AnnaMaria Valastro. I'm at 133 John Street. The staff report states that public comments opposing this development haven't changed even with the revisions and you've heard those grievances again today, tonight. I don't understand how one applicant can change the entire character of an area despite the collective voices of those that travel across the city to experience a rural country road charm of Meadowlily. The design is jolting it doesn't even trying to embrace the cultural heritage value of Meadowlily, all it offers is to hide behind cedar hedges and I don't understand why this committee doesn't uphold these values and insist on integrating this design into the natural and rural characteristics of the area because it's back now a second time. There are no demands placed on the applicant to utilize low impact development techniques, to lessen the load of run off into the Thames River. This development needs its own pumping water station and its own stormwater which is an indication that is it means it is an over intensification of the site. Why is the Planning Committee why as a Planning Committee you cannot set a higher standard and point to values that have been identified and at Official Plans, the

Provincial Policy Statement and by Londoners to achieve a less intrusive design and respect the fact that land Londoners want this area preserved. I'm under the impression that this committee must approve this application as is because somehow it meets the regulatory rules. The natural heritage inventory report from 2013 that helped identify the boundaries of Meadowlily ESA Master Plan did not appear to survey this parcel of land for natural heritage features for wildlife or vegetation the trees you can see through binoculars you can see this on the maps and the City's environmental management rights are from 2003 and the Official Plan is from 1989 and the environmental impact statement only dealt with buffers, stray cats, and bird strikes. The natural heritage section of the Provincial Policy Statement was updated in 2014, it was controversial at the time because it wakened protection for the North and strengthened protection for Southern Ontario by using stronger language such as shall a term that removes exemptions unless explicitly stated in policy and the inclusion of ecological function which cannot be fulfilled easily by prescriptive guidelines like a pumping station, white cedar hedges. The city's regulatory rules are old they're too old to adhere to the new rules of the Provincial Policy Statement. The provincial significant wetland was confirmed in the inventory in 2013 commissioned by the City of London that's your responsibility to make sure that no harm comes to that wetland. The Provincial Policy Statement clearly states that in 2.8 development site alteration shall not be permitted on adjacent lands to the natural heritage features in areas identified in 2.4, 2.5, and 2.6 unless the ecological function of the adjacent lands has been evaluated and has been demonstrated that there would be no negative impacts on the natural features and other ecological functions. You haven't done that which is required for you to meet the above criteria. The survey is only is already 8 years old it was only an inventory it did not measure ecological function as stated above and the cookie cutter approach to the City's environmental management guidelines are old.

- Councillor Squire: You have thirty seconds remaining.
- AnnaMaria Valastro: This application needs to be sent back until it embraces a low impact approach to avoid ecological damage and integrates into the cultural heritage values of Meadowlily. This one application should not be so dominant that it disturbs the very pleasure of visiting Meadowlily ESA and I really think this land should be expropriated. The City has expropriated a lot of land for traffic the least you can do is expropriate to expand green space. Thank you.
- Councillor Squire: Thank you. Other speakers in the committee rooms? Please come forward if you wish to speak today. Could I get your name please and your address if you like?
- Dorothy Stolarski: My name is Dorothy Stolarski, my address is 416 Wellington Street in Ingersoll Ontario. I'm advocating for 147 Meadowlily Road South as I was, that is my family home and my mother still lives there so I am making just a presentation and pivoting a bit from the you know the letters that you're receiving today but I do echo and support the previous speaker. So, I'm going to just change things a little bit I'm going to read a poem it's entitled "I am Green" (please see attachment). So, that's a poem just to summarize what we're going through with this application for the condo development meeting in another way to get through the City Council what Meadowlily means to the people of London. I fought for many years between 2008 and 13 and we've done a lot and now it's time for the residents to speak up and I have, I appreciate your time in hearing me today. Thank you.

- Councillor Squire: Thank you very much. Any other speakers in the committee rooms? Is there anyone in Committee Room 5 I should ask or we, am I just looking at the one room. We'll go ahead.
- Clerk: There's no one in Committee Room 5.
- Councillor Squire: Thank you. Go ahead Ms. McKeating.
- Kelly McKeating, ACO London: Okay thank you and I'm hoping that you can hear me through the mask. My name is Kelly McKeating, I live at 329 Victoria Street and I am speaking on behalf of the Architectural Conservancy of Ontario's London Region Branch. We made a presentation at the PPM last October and while there have been a couple of positive changes here I think that we still have a number of concerns as do many citizens of London. People may not believe it but both ACO London and I are big supporters of urban intensification so long as it's in the right location Meadowlily Road isn't the right location in my opinion. This proposal to put a development squarely in the middle of one of the last remaining rural landscapes in the city is in our view the antithesis of urban intensification and the London Plan's emphasis on growing our city inward and upward. As other people have mentioned this is a proposal to put eighty-eight residential units within a U shaped bounded on three sides by nature preserve protected land. Of concern in all of this is the precedent that could be set because I understand that there is another property on Meadowlily Road where there's also potential for development in the near future. I think that this is a place that should remain natural and if it doesn't remain natural the density should be a lot lower than eighty-eight houses. If the proposed development does proceed then I think that the buffering that is being proposed should be made stronger rather than the manicured land, lawn that we see in the renderings very dense brush, trees and bushes on the City road allowance that basically make the townhouses invisible from the road would be a great idea. While two access points is certainly an improvement over sixteen access points, a single access point at the south end of the development would be preferred. One of the concerns that I have with this proposal is not just what the developer is proposing but also the collateral damage that the City might actually inflict on the area afterwards. The staff report makes reference to the road widening dedication and while I understand and hope that road widening is not in the immediate future for Meadowlily Road I think the reality is that if you let these eighty-eight housing units be built with a hundred and seventy six or so people who live in them there's going to be more traffic and eventually someone's going to say it's not safe we've got to widen the road we've got to remove some trees to improve the sight lines we've got to plow through and get rid of that blind curves and you know very soon the magical place that is Meadowlily Road and Meadowlily Woods will not be there any longer. The Development Services heritage planning staff's recommendation that the property owner consider design refinements including articulated massing and rooflines and different needs heights to de-emphasize the dense urban character of the repeated four unit townhouse block and I'm reading doesn't appear to have been heeded so we've got a very dense development being proposed in the wrong place of the wrong design and I certainly hope that Councillors decide to nix this in its current proposed form. Thanks.
- Councillor Squire: Thank you very much. Our next speaker in the committee room?

- Carol Richardson: I hope you can hear through the mask.
- Councillor Squire: Could I get your name please?
- Carol Richardson: Carol Richardson, I live on 1200 Riverside Drive in London right and I am a member of the executive of Friends of Meadowlily Woods.
- Councillor Squire: Go ahead.
- Carol Richardson: I'd like to begin my comments by saying that I support any reduction in the number of units that could be considered, hoping for a lowering of the R6 zoning. My opening question of the design as presented is what will this look like? This development is being represented as low density, but it will increase the population of Meadowlily Road by over two hundred percent. Based on input from the previous public participation meeting there have been definite improvements especially lowering the numbers of driveways directly off Meadowlily from sixteen and I thought it was one but apparently, it's two and I don't know why there isn't just one road with egress and entrance. I'm sorry excuse me now I'm just making a note last Thursday I turned left onto Meadowlily Road from Commissioners Road and I was quickly met by an older lady in a motorized wheelchair moving along the east side of the road in a southerly direction. Some children also use this road to walk to school or the YMCA located on Hamilton road. I often encounter people rollerblading and many times pedestrians pushing baby strollers that was really evident during the warm weather. Cyclists often use this as the transportation corridor to get to downtown and return. Can there be warning signs for both people and vehicles near this specific subdivision driveway warning them of how little space there is to share the road specifically at that location and then I think the City should be honest and Planning and answer this question is there a provision to widen the roads because that's been brought up by Kelly as well. Since this is a rural setting the developer has proposed shielding the view of the subdivision by a buffer with trees planted side by side so they're trying hedging as much as possible, but you won't retain the rural feeling with that kind of cedar intense hedge. Surely there is a native species of trees that would fill in to provide a visual barrier and not plant it at all in a row like soldiers but in a way that each, perhaps alternatively, so that each tree has room to spread its branches. I'm sure there's good tree consultants that are available to the City to advise in order to allow future growth of each tree and which trees would thrive in that area. Also, that buffer along Meadowlily Road is really narrow compared with the buffer to Highbury Woods and I'm just wondering if there's any way that that could be adjusted with you know way, way wider buffer on the road side and maybe somehow if they could adjust it with the other side so that it would be of greater value to the neighbours. And then I was asking my question, and then I'll leave my presentation because I appreciate the Chair saying that some of our questions can be answered we didn't expect them all to be answered today but I just wondered what the different buffers were and I heard tonight I believe it's a thirty five meter buffer with Highbury Woods but I know it's narrower for the road. I am requesting tonight that the Planning and Environment Committee make a motion that City Council directs staff to include the following in any approval of the subdivision plan. That one native tree be planted for each residence and that some kind of native thicket hedges of one to two meters be planted along all shared boundaries with the Meadowlily Nature Preserve and Highbury Woods. This would be a way to prevent residents from throwing their garden waste over the fence into the natural areas. This has been

a significant challenge in other subdivisions in spite of the best efforts by the City of London with pamphlets and signage discouraging this degradation of natural areas by introducing plants that can be invasive and can crowd out the natural species. This measure would also help prevent wildlife from invading the subdivision itself as there's a significant deer population in that area and it would also provide a haven for smaller wildlife some of whom will be displaced by construction of this subdivision. All of these measures.

- Councillor Squire: You have, excuse me, you have thirty seconds left.
- Carol Richardson: Okay, some of the people have mentioned this but I wondered whether earth-friendly approaches could be taken, bird friendly lighting, solar used for hot water heating, LED lighting, anything like that and my question is which municipal building codes have changed to make these earth-friendly options mandatory. Thank you sincerely for the opportunity to speak at the public participation meeting.
- Councillor Squire: Thank you very much. Anyone else wishing to speak at the meeting?
- Andrew Stolarski: Hello my name's Andrew Stolarski, I live on 1140 Pond View Road which is just as beautiful as Meadowlily Road it's located by Westminster Ponds. Single low-density residential homes are there, it's something possibly what I was hoping Meadowlily would be twelve to sixteen homes to coincide with the homes on top of the hill but I only have one quick question I submitted to ReThink Zoning that Meadowlily Road South be included in that and I hope that it is put on the record because I think we have a lot of problems when it comes to zoning and I think you need basically citizens to speak up and what they want for London and how they want to develop it. I remember ten years ago when we did ReThink London and we were proposing what was going to happen to Meadowlily and surrounding areas, I think it was Mr. Fielding was our planner at that time and I remember we were given tables and we did cut-outs and a lot of us from Friends of Meadowlily Woods proceeded to put homes similar to what was already there running down to the bridge and I wonder what happened to that. Didn't anybody see that? That's all I have to say thank you.
- Councillor Squire: Thank you very much. Anyone else in Committee Room 1 and 2 wishing to speak? Okay. Last opportunity for public participation calling once, twice we're going move to close the public participation meeting.
- Cathy Saunders: There is someone. Mr. Grant has raised his hand on the remote attendance.
- Councillor Squire: Alright Mr. Grant.
- Brian Grant: Hey can you hear me alright?
- Councillor Squire: Yes, I can hear you. Go ahead.
- Brian Grant: Yes, thank you.
- Councillor Squire: We can't hear Mr. Grant anymore.
- Cathy Saunders: I've asked him to unmute.

- Briant Grant: Okay there we go. You got it?
- Councillor Squire: Okay. Could you start again?
- Brian Grant: Yeah no problem. We don't like it. I think it's clear the citizens of London are not behind this idea. I've sat in on quite a few meetings now and I don't see opposition to other developments I mean what's going to happen, is this it? It just gets accepted. I don't understand why. I know all the valuables in the city and Meadowlily is called a gem, it's a gem it's a wild area. There are thirty people living on the row and I don't know how many of you people have actually walked on this road, it is a steep steep hill. One of the speakers talked about strollers and roller blade or some runners and cyclists that's how it's used. There are 30 people living there. The base, at the base of the hill there's the footbridge you guys had a ceremony ten years ago or fifteen years ago when the bridge was reopened the City of London is aware of the character of this neighborhood. They celebrated it and so it's, having ninety new homes in the tiny country lane it's it just doesn't make sense not from a neighborhood point of view I mean lots of people are already talking about environmental impact, I'm not even going to weight in on that just from a safety and neighborhood point of view it doesn't belong here. Nobody likes it, we don't want it. You know they've filled out their applications properly, but I think the citizens have been clear that they don't want it. Thank you.
- Councillor Squire: Thank you Sir. Anyone else now after Mr. Grant? Can I ask again anybody wishing to speak once, twice. We'll close the public participation meeting.

I am Green

I am not white or black or red or blue. I am Green.

I am Green. I surround you. You come to me when you have when you have sorrow or when you need to breathe. I am Green.

I am Green. You come to me when you want shelter, I am here for those that are caretakers of my being. I shelter the wise ones from rain, wind and snow. I am Green.

I am Green. The foolish rip my foundation, overwork me and their folly remains unnoticed.

I wait for the caretakers because they are wise to advocate for me. My voice is but a whisper because I am Green.

I hear the caretakers' sorrows and give them breath because I am Green.

The caretakers come to advocate for me in my name, as I have many--- one being Meadowlily.

Now is the time for leaders to see through the lens of the foolish and through the lens of the caretakers. For I am Green and only speak in whispers. Not all hear me but those that can heed my call and know what I am saying.

I am Green.

Written by Dorothy L. Stolarski
Friend of Meadowlily-

Submitted on March 29, 2021

RE: FILE NO. 39CD-20502/OZ-9192

APPLICANT : 2690015 Ontario Inc. c/o Azhar Choudhry

101 MEADOWLILY RD. SOUTH

1. What is the minor variance that is requested for this application?
Urban Reserve R6.
2. I would like to begin my comments by saying that I support any reduction in number of units that could be considered, hoping for a lowering of the R6 zoning. My opening question of the design as presented is, "What will this look like?" This development is being represented as "low density" but it will increase the population of Meadowlily Rd. by over 200 per cent.
3. Based on input from the previous Public Participation Meeting, there have been definite improvements – especially lowering the number of driveways directly off Meadowlily from 16 to 1. (Hopefully the Transportation Staff at City Hall can determine the best location for entering and egress (as egress will simply be a right-hand turn onto Meadowlily Rd. South, whereas the subdivision entrance will require cars to make a left turn.) (Note – last Thursday, I turned left onto Meadowlily Rd. from Commissioners Rd. and was quickly met by an older lady in a motorized wheelchair, moving along the East side of the Rd. in a southerly direction. Some children do use this road to walk to school or the YMCA located on Hamilton Rd. I often encounter people rollerblading, and many times pedestrians pushing baby strollers. Cyclists often use this as a transportation corridor to get to downtown and return. Can there be warning signs for both people and vehicles near this specific subdivision driveway - warning them of how little space there is to "share the road" specifically at that location?
4. * Question – is there any provision to widen this road and provide a pedestrian walkway of some kind?
5. Since this is a rural setting, the developer has proposed shielding the view of the subdivision by a buffer with trees planted side by side to - as much as is possible - retain the rural feeling with natural hedging Q

- P. 12
6. Is there a native species of trees that would fill in to provide this visual barrier – perhaps planted alternatively - in a way that each tree could have room to spread its branches, as opposed to the side-by-side as presented in the drawing. (I am sure a good Tree Consultant Company could advise on this in order to allow future growth of each tree.) Also, It seems a fairly narrow buffer compared to the buffer with Highbury Woods...is there any way this could be adjusted to give perhaps one or two more metres buffer to the roadside location where it would be of great value to those living nearby?
 7. * Question: - what are the current measurements of roadside buffer vs Highbury Woods buffer? Can this be adjusted to provide a wider buffer with Meadowlily Rd.?
 8. I am requesting tonight that the Planning and Environment Committee make a motion that City Council direct Staff to include the following in any approval of the Subdivision Plan:-
 - a) One native tree to be planted for each residence (a combination of 88 native deciduous and native evergreen trees within the subdivision itself.) . I am sure City Environmental Staff could advise on which native trees would thrive in that specific area.
 - b) That some kind of native "thicket hedges" of one to two metres be planted along all shared boundaries with the Meadowlily Nature Preserve and Highbury Woods. This would be a way to prevent residents from throwing their garden waste over the fence into the natural areas. This has been a significant challenge in other subdivisions, in spite of best efforts by the City of London with pamphlets and signage discouraging this degradation of natural areas by introducing plants that can be invasive and can crowd out the natural species. This measure would also help prevent wildlife from invading the subdivision itself, as there is a significant deer population in that area. It would also provide a haven for smaller wildlife, some of whom will be displaced by construction of this subdivision. All of these measures would help with London's Climate Change commitments.
 - c) That the Subdivision Plan require bird-friendly lighting so as not to cause disruption of migration pathways already established.
 9. Councillor Hillier mentioned on the news that this development needs "more Nature".
 10. *Question – Has the Developer proposed any other earth-friendly approaches, such as solar hot water heating, led lighting within units, and low-flow toilets, etc. etc.

11. *Question – which Municipal building codes have changed to make these earth-friendly options mandatory?

Thank you sincerely for the opportunity to speak at this Public Participation Meeting.

Carol Richardson, member of Executive of Friends of Meadowlilly Woods,
2-1200 Riverside Dr., London, Ontario. N6H 5C6

PUBLIC PARTICIPATION MEETING COMMENTS

3.6 PUBLIC PARTICIPATION MEETING – Application – 1153-1155 Dundas Street (O-9207 / Z-9198)

- Councillor Squire: Thank you very much. Staff presentation please. Thank you very much. Any technical questions from the Committee? There being none then I will look to any comments from the public. I don't have anyone listed. I don't know if the applicant wanted to make some brief comments. Oh, there is someone. I'm sorry. Go ahead sir.
- Michael Pearson: Good evening Councillors, Mr. Mayor. My name's Michael Pearson. I live on 1195 King Street. I have a concern with the craft brewery. Craft breweries used to be quaint establishments that you know older men that would stir big vats of brew but basically they are bars now; most of them and we already have two other bars in that area within a stone's throw; one on Ashland and Dundas and then the powerhouse brewery, Paradym Spirits. There's an outdoor patio and bar so that would be three drinking establishments with one to two would have outdoor drinking within a stone's throw. Most of that area is residential and yes their input has always been commercial but that would, that would definitely change the on the nature of the, of the area. Thank you.
- Councillor Squire: Thank you very much sir. Anybody else in committee room 1 and 2? Go ahead.
- Susan Pearson: Hello. Thank you for allowing me to speak. I have concerns that, well, first of all I'm, I'm really glad that something's being done with that building; there's been a lot of graffiti and drug gangs and stuff like that and so I'm glad that something's been done with that; however, I do have concerns with a bar, a patio basically with people drinking. There's already issues, concerns with prostitution, drug dealers, people being stabbed; there was a man just this year stabbed half a block from my house and that that was just outside the pub that my husband mentioned so I have witnessed, we've been there for 15 plus years and I see problems with prostitution and I really have a concern with another facility like this and all that it brings to the neighborhood. Thank you.
- Councillor Squire: Thank you. Any other members of the public? Oh sorry I need to get your name. Excuse me. The person that just spoke I need her name. Sorry to bring you back up.
- That's okay. It's Susan Pearson and I live at the same house as my husband Mike.
- Councillor Squire: There you go. Thank you. Any other members of the public? Alright. I don't know if the applicant wishes to speak or perhaps address the issue that was raised by the two members of the public if you could.
- Ben McCauley, Zelinka Priamo Ltd.: Good evening Chair, Committee Members. My name is Ben McCauley, I am with Zelinka Priamo Ltd. representing the property owner. To address the concerns that were just brought to our attention from the public, I would just like to thank them for coming out and providing us that feedback. Compared to the existing range of uses that are in the building we believe that the proposed range of uses will be a positive addition to the community and in terms of the concern about outdoor establishments or areas

that are relevant to this proposal in a form there has been a maximum of two hundred and twenty-five square meters established here as part of our exemption from the outdoor patio space from, from the parking requirement so in, in a form here without, we would have to basically provide more parking if we were to go over that two hundred and twenty-five square meters and we don't have an intention to go over that two hundred and twenty-five square meters and may even be less so that's just a way to, I guess, try to alleviate some of the concerns of the outdoor space.

- Councillor Squire: Okay maybe you could just, so that I understand when you seem to say it's only two hundred twenty-five metres is, I mean it's a small, would be a small patio compared to say the ones in the other areas such as the group pub at Kellogg's?
- Ben McCauley: In, in comparison it would be smaller. It's the intent here is for the property to be associated with a restaurant use, it's not necessarily exclusively a restaurant use and nor will the parking area be a large patio.
- Councillor Squire: Thank you. I think there's no other speakers then we could close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.7 PUBLIC PARTICIPATION MEETING – Application – Temporary Outdoor Patio Expansion (Z-9300)

- Councillor P. Squire: Is there a staff presentation?
- Britt O'Hagan, Manager, City Planning: Through the Chair if I may I'd like to introduce Jasmine Hall who is a new planner who recently started with the City back in December. This is her first time presenting to the Committee and we don't have any slides but Jasmine is happy to provide a very brief overview of the recommendation that's before you.
- Councillor Squire: Welcome to the Committee Jasmine and brief is good. So, go ahead without pressure put on you go ahead.
- Jasmine Hall, Planner II: Great. Thank you so much. Good evening everyone the item before you is a city-wide zoning by-law amendment to allow seasonal outdoor patios as a permitted use. COVID-19 social distancing rules greatly reduced the interior capacity for businesses, so the AGCO and the City allowed for the expansion of licensed establishments. The London Recovery Network and the Back to Business groups heard support for more permanent regulatory changes to allow for temporary patio expansion. The current zoning by-law allows for outdoor patios for restaurants and taverns and has regulations for capacity, location, loading, lighting, and parking. Parking is required for that outage gross floor area from the outdoor patio space at the same gross ratio as the interior GFA. The proposed Zoning By-law amendment 9300 allows seasonal outdoor patios as a permitted use. Regulations include that they are only permitted between March 15th and November 15th, there's a minimum six-meter setback from residential only zones, there's no additional parking required, seasonal outdoor patio spaces are permitted within spaces designated for commercial uses and not permitted in areas for residential parking and all other outdoor patio regulations still apply to seasonal outdoor patios. Staff recommends that the proposed by-law be introduced at the Municipal Council meeting on April 13th 2021 to amend Zoning By-law Z-1 to add regulations related to seasonal outdoor patios. Staff is now prepared to answer any questions the committee may have.
- Councillor Squire: Thank you very much. Any technical questions only? Councillor Lehman.
- Councillor S. Lehman: Through you to staff. Would this apply city-wide or just to certain BIAs?
- Councillor Squire: Go ahead.
- Jasmine Hall: Through the Chair, this is a city-wide by-law amendment. Thank you for the question.
- Councillor Squire: Alright. Thank you very much so I don't have any indication of pre-registration for delegation so is there anybody in any of the rooms or online?
- Cathy Saunders: City Clerk: Mr. Chair there's no one online regarding this matter.
- Councillor Squire: Thank you and nobody in the, nobody standing up okay so I think we can close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.8 PUBLIC PARTICIPATION MEETING – Application – 1478 Westdel Bourne 39T-20503 (Z-9278)

- Councillor Squire: This is, this is when you'll have to keep an eye on me because as I get going quickly on what so please keep your eye on me as we move forward. Staff presentation please? Thank you very much. Any technical questions only from the Committee? Councillor Hopkins. Go ahead.
- Councillor Hopkins: Yes. Thank you, Mr. Chair. I do have a technical question around the two medium density blocks that are, appear. Do we know what's going in these two blocks?
- Larry Mottram, Senior Planner: Yes Madam Chair, the, the block with that is proposed redevelopment it would be zoned for cluster townhouses as well as low rise apartment buildings, concept plans that were provided in, that accompanied the application indicated a four storey, four story apartment building and the, the density would be around one hundred and thirty and one to hundred and thirty-three units; if it were townhouse it would be approximately sixty to sixty-five units.
- Councillor Squire: Sorry, I misinterpreted that. Any other technical questions only? Alright that being done I have one indication of one speaker from the public, Natalie and Arthur Craig, I don't know if it's one of them who wishes to speak. I don't know if they're on the line.
- It's Natalie Craig.
- Councillor Squire: Welcome.
- Natalie Craig: Oh, thank you. Yeah, we are concerned with regards to the quantity of home, not so much the homes, but the four storey walk up. There's a tremendous amount of traffic currently on Westdel Bourne even without this development occurring and we've lived here for thirty-nine years and, of course, have witnessed from a small, you know, community, gravel road and peaceful, tranquil, to now my husband and I are fortunately now retired and one of the things about retirement is being able to possibly sleep in in the morning for a change which is absolutely impossible already at this point, it is so noisy on this road, the traffic basically from 6 AM until about 9 AM you cannot sleep because it is just so, so loud. The speed at which the truck affect flows far surpasses the posted sixty kilometer per hour zone, we certainly think that speed limit should be reduced but more so policed if you don't have police officers out here trafficking and, and providing traffic tickets people will just take advantage of it and go double the speed limit or even more. We are concerned about possibly, you know, when you go to pull out of the driveway right now it's difficult and it's going to become even more dangerous once that development occurs because the traffic will be substantially increased. Also, our driveway is right in front of Fountaingrass Drive so again, there's going to, I'm sure, be traffic stopped in backups to turn. There, in the Sifton development, there is a school that's going in there as well so there will be cars that will be utilizing Fountaingrass Drive to also get to the school to pick up their children or whatever so besides what's occurring at the 1478 there will be, I think, a lot of traffic to access some of the other things like I said like the school, so we're very concerned about that, we're concerned about our home that we've worked so hard and long to stay here will not be a property that people will want to even purchase in the future because of the noise and also the amount of traffic in front of our home and, and the light so we have spoken with Craig Linton and expressed our concern and he does seem to be very cooperative and understanding and we're hoping that the City also realizes that, you know, they need to look at speed limits, enforcement of police and also I would like to see rather than perhaps a four storey unit with out I, I'm

not sure exactly how many a hundred and sixty eight or whatever number you quoted perhaps townhouses would be a better option, it's still a lot but it's, it's certainly better than the alternative. So that's kind of what our concerns are.

- Councillor Squire: Thank you very much. Very much appreciated that you came to speak today. Is there anyone else who wishes to speak to this matter? I don't, I didn't see anyone else online.
- Catharine Saunders, City Clerk: Mr. Chair, Barry and Rita Neigel are online.
- Councillor Squire: Great. Welcome. Go ahead. Hello?
- Rita Neigel: Yes. Good evening.
- Councillor Squire: Good evening. Welcome.
- Rita Neigel: Yes. Good evening. Rita Neigel from 1499 Westdel Bourne. Thank you for letting us speak this evening. I will be very brief. I concur with everything that Natalie has just proposed. We understand that the development is inevitable but we do feel that perhaps lower density would be more suitable for this neighborhood. I spoke with Karl Grabowski, the Transportation Design Engineer last June with concerns regarding the noise and how deafening it was just in front of our yard. Prior to us moving here in 2011 we do, we understand that the City redesigned Westdel Bourne and raised the road which has created a tremendous amount of noise, traffic noise and so we feel that ,yeah, we have just cause to complain about this, and possibly a review, yes, lowering traffic speed would be one solution that would be very helpful but I don't believe that increasing height or medium density, you know, would help this neighborhood at all. I know that it's one of the concerns even though there's only two of us speaking this evening that it is a general concern on this street, is the speed and the noise as a result of this traffic increase. Also I just want to point out something that I was quite impressed when I was listening to the Meadowlily Road Committee, you know, we have a lot of wildlife around here as well, we're on the outskirts of town we're, you know, and that needs to be considered as well and I appreciate, all the people that jog and bicycle and it could be in real dangerous situation, the more we keep growing in this area so, so if we want to keep that in mind it's got to be pedestrian friendly and cyclist friendly as well. So increasing, increasing medium density I don't think is a good solution in this area at this time. Thank you very much.
- Councillor Squire: Thank you. Is there anyone else online or in the room who wish to speak?
- Catharine Saunders, City Clerk: Mr. Chair.
- Councillor Squire: Yes.
- Catharine Saunders, City Clerk: Mr. Linton is joining us remotely.
- Councillor Squire: Okay.
- Catharine Saunders, City Clerk: Mr. Linton.
- Councillor Squire: Okay and Mr. Linton is, I heard his name mentioned, he's the applicant. Okay. Mr. Linton I wonder if, thank you for joining us, I wonder if you would like to speak? I wonder if you could address the concerns that were raised by the residents in particular.
- Craig Linton: Yes. Good evening everyone. Thank you. Through the Chair to the rest of the Committee Members and members of the public in attendance thank you. You know, this this plan is, is consistent with the Riverbend South Secondary Area Plan and quite frankly if I would have brought anything forward that was different it would have been rejected by staff so this is really the last, the very last, small piece of the Riverbend South Secondary Plan puzzle so to speak

so it is the last fifteen acres in what is probably over two hundred acres worth of development on that, on that southeast corner of Oxford and Westdel Bourne. With respect to the concerns about the medium density, it is medium density, it's designated as medium density and the proposal put forward is in keeping with that, it is at the top end of what it would be considered to be medium density but we do need to make sure that generally speaking we are building to the highest and best possible use on every site in this city and I'll just leave it at that for right now. I'll entertain any questions as necessary.

- Councillor Squire: Alright. Thank you. Anybody else at this point in time? Every time I ask that we get one more person so I'm, I'm taking my chances here. Is there anybody online or in one of the rooms? Alright. That being said we'll look for a motion to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.9 PUBLIC PARTICIPATION MEETING – 3080 Bostwick Road - 39T-18502 (Z-8931)

- Councillor P. Squire: Is there a public presentation on this matter or that I should say staff presentation on this matter please?
- Larry Mottram, Senior Planner: Thank you Mr. Chairman again I have a verbal presentation. This won't be long. This is an application by York Developments for lands located at 3080 Bostwick Road. This request is for approval of a Draft Plan of Subdivision consisting of two high-density residential blocks, one neighbourhood park block, one walkway block, one open space block and three new streets as well as for approval of Zoning By-law amendments associated with the proposed subdivision plan including bonusing for increased density and height applying to the two high-density residential blocks. So, the first block is Block Number 2 identified on the draft plan and this is the residential component propose for this block consists of 189-unit apartment building having a height of eighteen storeys and two blocks of stacked townhouses consisting of sixteen units in three and a half storeys in height. Parking would be provided underground with surface visitor parking. This apartment building would be located close to the street frontage along Bostwick Road with the transition of building form and intensity to a low rise stacked townhouses fronting onto Street A and oriented to the neighborhood park and open space corridor on the opposite side of Street A. The other block is Block 6 identified on your draft plan. Here there will be two residential apartment buildings which are proposed consisting of a seventeen storey two hundred thirty-eight-unit building located on the southerly portion of the block and a fifteen storey one hundred forty-nine unit building on the northerly portion positioned close to the frontage along Street B and oriented to the Bostwick Community Centre. All parking is located behind the building in underground parking facilities with some resident and visitor parking on the surface located in the rear portion of the site in order to minimize the visual impact on the public realm. Building density and height is generally consistent with the proposed intensity of an adjacent developed lands to the north which will include a seventeen storey two hundred- and eight-unit apartment building which is currently under development. With respect to the natural heritage features there is a narrow stream corridor that's known as the Thornicroft Drain which flows from north to south through the site and it's regulated by the UTRCA. Further to the south which is lands outside the limits of the draft plan, the stream corridor leads to a large woodland patch containing a wetland feature. There is also a small area of ponding which is considered a wetland on the westerly half of the site. Further discussion with the City is required regarding opportunities for potential relocation and compensation of that wetland to the south adjacent the woodland patch. An Environmental Impact Study was submitted and reviewed by the City and UTRCA as part of the application review process. The response received from the Conservation Authority indicated that there are outstanding concerns on the EIS but they can be addressed in the final report addendum as a condition of draft plan approval. The response from the UTRCA also indicated that there are outstanding concerns with respect to maintaining groundwater flows from the site to the Thornicroft Drain and the natural heritage features to the south. Further discussions to resolve those concerns have led to an agreed upon solution to utilize the applicants lands to the south of Street C for groundwater recharge to be incorporated into a future buffer zone adjacent the woodland and wetland patch. Therefore, the UTRCA has requested conditions of draft approval to that effect and that a final hydrogeological and water balance study be prepared to the satisfaction of the UT RCA. Within the limits of the proposed Draft Plan of Subdivision, development is not proposed adjacent to Thornicroft Drain with the exception of the neighbourhood park, four-meter-wide walkway block and the

Street C crossing. Buffers along this stretch of the drain corridor have previously been agreed upon in conjunction with the EIS work that was prepared for the community centre in 2014. The plan location of the proposed Street C crossing is aligned with the recently completed stormwater outlet located on the east side of the drain. Just to summarize the bonus zoning provisions with respect to Block 2 a bonusing is being given consideration for high quality architectural design having regard for urban design guidelines prepared for 3080 Bostwick Road, provision of underground parking, provision of boulevard tree planting along Bostwick Road and Street A and other facilities including a publicly accessible electric vehicle charging station, a bus transit shelter and ten publicly accessible bicycle shared-facility spaces. For bonusing for Block 6, consideration is being given for provision of affordable housing consisting of thirty rental apartment dwelling units including nineteen one bedroom units, eleven two bedroom units with rents set at eighty five percent of the CMHC average market rent at the time of occupancy for a duration of thirty years from the point of initial occupancy as well as consideration for a high quality architectural design that has regard for the approved urban design guidelines for 3080 Bostwick Road. And these concept plans for the building designs have been vetted through the Urban Design Review Panel several times. The provision of facilities and matters in consideration of the proposed height and density bonus are considered reasonable, will result in a benefit to the general public and an enhancement of the design of the development and are considered warranted. So, the proposed Draft Plan of Subdivision, the draft conditions, the recommended zoning and holding provisions are appropriate and conform with the 1989 Official Plan, the London Plan. The proposal also conforms with the Southwest Area Secondary Plan and specifically the policies for the Bostwick Residential Neighborhood which are intended for high intensity transit-oriented forms of development. Thank you, Mr. Chairman. If there are any questions.

- Councillor Squire: Thank you very much. Any technical questions from the committee? There being none we will go, there is one speaker from the public I have on my list which is Mohamed Mousa. Mr. Mousa are you online?
- Cathy Saunders, City Clerk: No, he is not Mr. Chair we do have Mr. Allen on the line.
- Councillor Squire: Okay, go ahead sir.
- Scott Allen, MHBC: Good evening Mr. Chair, members of the Committee. Scott Allen from MHBC. At this point I would just like to thank Mr. Mottram for his report, advise Council or the Committee that we're supportive of the findings and recommendations of that report and thank staff for their hard work through this process. It's been a lengthy draft plan review given that the scope and nature of this project and we are satisfied with the direction moving forward. Thank you.
- Councillor Squire: Thank you very much. Any other speakers online or in any of the rooms? No and we're going to need a motion to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.10 PUBLIC PARTICIPATION MEETING – 611-615 Third Street (Z-9268)

- Councillor P. Squire: This is not a matter that will have a staff presentation, but I still need to open a public participation meeting. Is there any technical questions from the committee? Thank you there being none, I don't have any speakers from the public unless the applicant wishes to say something? Is this a public number who wishes to speak? Yes, go ahead.
- Maneesh Poddar, Poddar Planning: Thank you Chair. My name is Manish Poddar with Poddar Planning. I'm the planner for the proponent who is here tonight, and I just wanted to thank staff, Development Services staff for all their hard work and we agree with the recommendation and obviously wanted to thank Housing Development Corporation staff as well, as well as Councillor Mo Salih who helped facilitate proactive engagement with the members of his constituency that had any questions. So, thank you very much and happy to answer any questions. Thank you.
- Councillor Squire: Any other members who wish to speak? We'll now close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.11 PUBLIC PARTICIPATION MEETING – Masonville Draft Secondary Plan (O-8991)

- Councillor Squire: Alright, so before we, I just want to remind everyone that this is not a decision point tonight of approving the Masonville Plan; in other words, we are not voting on its approval. What we're seeking is public input to inform the process moving forward so that's, that's where we are at this point so for the benefit of all of us and the public we will not be just saying yay or nay to the Masonville Secondary Plan tonight but we certainly wish to receive input so that being said we will, I will turn it over for the staff presentation. Thank you very much. Technical questions from the Committee? There being none we will go to public participation and it looks like Mr Kirkness the agent for the applicant is up. Mr Kirkness.
- Laverne Kirkness: Yes, sir, Mr. Chairman, thank you very much and Committee Members. We, we are here for Westell Development Corporation who is the owner of the Richmond Hyland Center which basically occupies the northwest quadrant of Fanshawe and Richmond and, and basically consumes that whole quadrant of the of the Transit Village place type. There is construction going on there now, they've owned the place for about two years and they're trying to kind of update and improve it. I think when we came across this the, when we were introduced to the Masonville Secondary Plan I think the first thing that they were seeking is flexibility in the framing of the policies. We also were proposing a tower last, mid last year, at North Centre and Fanshawe Park Road. We did a pre-consultation and we were asked if we would prepare a master plan of our site, which we have been working on and we attached a sketch of it with year's on different building pods, this was all distributed to you and the tower that we're speaking of, we're hoping to get to next year 2022. We also are proposing towers in the opposite corner throughout this decade and two more towers as you get towards the intersection. We know that would be the commercial banks, we think that's what's going to happen but we do know that we research this and it's all over the map as to how people are going to shop whether it's big box, little box, online and whether people want to live in high density communities is another question. So we're asking the team that's developing the Masonville Secondary Plan to use flexible language and show us how you could accommodate that flexibility within the Plan. The second point we wanted to make was that we think the Plan is light on how the BRT will serve it or whether the BRT will serve it and asked if there could be more on that as well as how it would serve the Masonville Community and this is because there is a goal to try to have this village be mostly, mobility through it is mostly by walking or pedestrians and public mass transit, public transit and the automobile seems to be very much discouraged and in the concepts there's really no really no surface parking so we're just not sure whether that can happen in the future realistically. So the second point is about BRT and how the Masonville community will be, will be served. The Master Plan that we have prepared has a couple of conflicts in it, one, one is that we were seeking a high density in our northeast corner at North Center and Richmond Street so that we can kind of equal what Tricar had approved on their corner which is the northeast corner of North Center and Richmond Street; we note that the Plan shows a medium rise dense height there which is, I think, eight storeys and we asked the team to, to consider high density I know there's transition there and we're prepared to build that into our architecture to some extent but would appreciate consideration of the multi or the high rise designation in that corner. On the public parkland we, in our Master Plan, have been proposing a park or a public square. We also would propose some green with it whether we can achieve point five hectares or not we don't really know at this time and the Plan seems to be very specific about that and

wonder if we can at least make the point five hectare in the northwest quadrant a target as opposed to a stipulation and we'll try to work towards it. The last point was really about residential character streets which North Center in our area is to be and as much as we want to try and work with that we, we kind of feel that the policies are light on, on the components that are maybe not the amenity, the loading areas and the servicing areas that would serve the commercial as well as the residential and the policy seems to indicate that they're to be hidden from private streets and to be hidden from public streets and we're just wondering well, how would you get to the is loading areas.

- Councillor Squire: You're just over, you're just over five minutes Mr Kirkness. If you could wrap up.
- Laverne Kirkness: Yes. I know it's been a long night for you and I do intend to wrap up. In any case, our submission is basically there in front of you. In terms of the five points, the Master Plan that we have got so far and we hope that the Masonville staff team will take that into consideration in finalizing the report. Thank you very much.
- Councillor Squire: Thank you Mr. Kirkness and just to repeat I don't think we'll be looking for detailed answers tonight necessarily because it's just this is for input for everyone involved you'll have a chance to raise your concerns so thank you very much and I just want to welcome the two Ward Councillors who are most involved in this, Councillor Cassidy from Ward Five and Councillor, Deputy Mayor Morgan, I can't get used to that Deputy Mayor Morgan so I'll make mistakes. I did it with the other Deputy Mayor Helmer, from Ward Seven so these are the two Councillors who are very involved. It's very good of them to join us and ensure comfort for the people who are making presentations that the two Councillors who are most acquainted with this development are here to, to listen also so thanks to you. The next person is Aaron Liu. Mr. Liu. Go ahead, sir. Your name's Aaron Liu, you can provide your address if you'd like or not.
- Aaron Liu, my address is 70 Sunnyside Drive, it's just beside the library. I'd like to attend here to get more detailed information about what the new development Plan looks like. I heard that we have some planning for apartment or condo, apartment building and just all sides is complex such as on their parking spots on Masonville Mall, I just want to get some clarification about all the planning going to be on. Thank you.
- Councillor Squire: Okay, so just for your benefit the information and the supporting documents for this meeting will be, would be, are online and also there was a presentation, brief presentation from staff but if there's something else maybe you could just follow up with one of your Councillors or, or planning staff that would, that would be your best avenue. Okay?
- Aaron Liu, 70 Sunnyside Drive: Okay. Thank you.
- Councillor Squire: You're very welcome. Terry McManus is next. Mr. McManus? Is Mr. McManus there or we don't know?
- Catharine Saunders, City Clerk: Mr. McManus is here, he's just unmuting now.
- Councillor Squire: Okay. Thank you. Go ahead Mr. McManus.
- Terry McManus, 70 Sunnyside Drive: Okay. Thank you. I'm at 70 Sunnyside Drive as well and if the Committee would look down at the general plan.
- Councillor Squire: Mr. McManus we're, I'm having some trouble hearing you I don't know with the volume or.
- Terry McManus: Let me let me crank it up here a little bit. How's that?
- Councillor Squire: That's much better. Thank you.

- Terry McManus: Okay so if the if the committee would take a look at the outline of the Plan for, for this area down in the lower right hand corner is Masonville Mead which is the, which are the condos that the previous gentleman was just referring to and something that's quite unique in this whole Plan and indeed in everything I've listened to tonight is that the public is able to make their way from Sunnyside Drive to North Center by cutting through the condo through our street and it happens all the time and it's happening, well I'll say that with COVID it's been less but whenever there's any type of traffic jam which North Center and Sunnyside are really famous for people come tearing through and it's just going to get worse so what I'd like to do is I'd like to get the staff out in front of this whole issue and meet with some of the residents and perhaps our, our representatives and take a look, take a walk through the condo corporation and see what could be done to prevent this from happening. Thank you.
- Councillor Squire: Thank you very much sir. Next is Mary and I hope I pronounce this, is it Stopar?
- Mary Stopar: Stopar is correct.
- Councillor Squire: Ok. Go ahead.
- Mary Stopar: Thank you for the opportunity to provide feedback on the Masonville Secondary Plan. We've been residents on Fawn Court for twenty years we purchased the house because of the core location and the close proximity to schools, shopping and recreational paths. We feel very fortunate to be able to do most of our shopping, banking by foot and enjoy the easy access to the paths in Stonybrook and Uplands whenever possible. We would like to retain this quality of life in the character of our street for many years to come. The Masonville Secondary Plan would certainly improve the use of the land in the existing commercial areas and it would be nice to see a mix of buildings, parkland and fewer paved parking spots. We are concerned; however, at the high density proposed given the existing road congestion on Fanshawe and Richmond Streets and to see the changes are proposed to our existing street and neighborhood even though we are technically located outside of the boundary study area. We are not in support of the changes proposed to adjacent to Fawn Court. We do not want to see direct pedestrian access or road access from Fanshawe Park Road or from Fawn Court to new development at the commercial plaza. We already enjoy easy pedestrian and bike access to the Uplands Trail by going to Hastings or North Center Road, crossing safely at the existing traffic lights. Residents of Fawn Court already have easy pedestrian and bike access to the Masonville area using the existing walkway off Robinson leading to the library, it's already good, so convenient for residents of our street to walk to these areas that we very rarely choose to drive. Adding these additional connections will not significantly improve the walkability or connectivity of our neighborhood to the Masonville area but it could have drastic negative impacts on the character of our existing street. Furthermore, other residents of the neighborhood who live beyond Concord would have very little reason to utilize these additional connections if constructed, it would still be more convenient for them to continue to use the existing walkways and bike trails off Robinson by the Masonville Library as this is a more direct connection to the commercial area and transit. Residents of the new developments could be provided other routes to Upland Trails as part of the design process and there's no need for access through Fawn Court directly. It's not clear in the proposal if the current fence that divides Fawn Court and part of Robinson Lane and the current strip mall would remain. We would like to see the current fence remain so that residents of Fawn Court could retain current privacy levels, security and limited traffic. These types of core locations usually come with higher purchase costs and opening up the street would change the dynamic immensely and reduce the value of the homes, it would also completely change the character of

our street where all neighbors know each other, where it's common for neighbours to spend time together on the front yard and where the street is often used by residents and their children grandchildren for outdoor activities like tennis and road hockey. Limiting the lot, the height of buildings adjacent to the fence to two storeys would further reduce the impact to the residents. The current wooden fence sits on a large berm planted with trees. The original developer planted multiple pine trees on the berm adjacent to the road. Over the last eight years residents of Fawn Court have personally planted approximately sixteen additional trees along the stretch to increase the tree canopy in the hot summer months in the future and further improve the quality and aesthetic of the street. Some of the trees are planted to mark special occasions celebrated by residents. The residents take pride in this area and will mow the lawn, rake and sweep as necessary as the service provided by the City is very limited.

- Councillor Squire: You have one minute remaining.
- Mary Stopar: Retaining the current fences and trees will reduce the impact of the adjacent future Masonville development on the residents of Fawn Court. We appreciate the opportunity to highlight our concerns to Council and staff and request that the Secondary Plan be revised to ensure that the character of our street is retained. We would like the policies to be revised to be clear that the additional trail and road connections will not be permitted to the existing residential area, that existing landscaping including trees, berms and fencing be retained and the buildings immediately adjacent to the fence are a maximum of two stories high. We look forward to reviewing a revised draft Secondary Plan future. Thank you.
- Councillor Squire: Thank you very much and there's also listed Vladimir Stopar.
- Mary Stopar: I spoke on our behalf together. Thank you.
- Councillor Squire: Okay. Thank you very much. Next speaker is Mike Concan. Go ahead sir.
- Mike Koncan: Thank you for the opportunity of addressing you. I've been a resident of Fawn Court for the last twenty-eight years. We originally bought the property due to its dead-end street, peacefulness, lack of through traffic and walking distance to shopping and the schools. It is actually quicker for us to walk to the mall and stores than to deal with traffic and at certain times of the year fight for parking spots. I do not agree with the direction the Secondary Plan takes with Fawn Court. I have reviewed the Plan and I agree that there are areas where some infill with additional housing makes sense. I do not agree with the building height allowances; however, I do have some other areas of concern namely population density, schools, green space, traffic, bicycle paths and parking. The area under discussion as disclosed in the Plan is composed of two hundred nineteen acres of land which is the equivalent of .9 square kilometers, simple math puts the proposed ultimate population density at fourteen thousand seven hundred people per square kilometer, this is equivalent to certain regions in Toronto; however, Toronto has the advantage of wider and better road systems along with the extensive transit system servicing those neighbourhoods. This is an increase of 4.5 times current density or ten thousand people. In order to make this density it appears that the Plan calls for the removal of all existing buildings and a complete rebuild. With this type population increase school desks must be given due consideration. I do not believe the City should proceed until a review has been completed with both Boards of Education. Given that low-income housing is proposed for twenty-five percent of the units I believe that children will be living in this area and school desks must be considered. We do see parks in the plan; however, I presume that these are people parks and not dog parks. In a London downtown apartment building the ratio of dogs to apartment units is one dog for every ten units. Will there be a consideration for a

dog park? Forcing dog owners to drive to the closest dog park on Adelaide Street North where the existing parking lot is at times overflowing is not logical. Given our biggest issue traffic, for twenty-five years I dropped my wife off in downtown London while on my way to work every day and picked her up for the return ride home. In those years traffic, whether it was Adelaide Street or Richmond Street has gotten worse as new home construction north of Fanshawe Park Road has increased, construction is ongoing and the additional traffic from this area will only aggravate the current situation further. Pre-Covid the traffic flowing south from Richmond from Sunningdale to the University gates in the morning was bumper to bumper, during the peak times in the evenings it would take a half hour to travel north on Richmond from Windermere to home, a distance of three kilometers. Travelling north, the intersection of Western Road and Richmond is the current inch point. Our current traffic situations are also aggravated, as you know, by two large destinations in the area namely University Hospital and the University of Western Ontario. I believe this Plan needs to include a comprehensive discussion on how all traffic, present and in the future, will be dealt with. Grid lock is not an option and it will be much harder to fix the problem once the buildings have been constructed. As a comparison, the current mall owners are already proceeding with similar infill proposals at Sherway Gardens on the western edge of Toronto. Sherway Gardens is supported by a road system on three sides where each road is made up of six or eight lanes of traffic, these roads are the Queensway, QEW and 427. The fourth row, the West Mall, is four lanes of traffic. Consequently, Sherway Gardens is surrounded on all four sides with super roads or highways to support its residents. Our single four lane Richmond Street and Fanshawe Park Roads are no match, there is a current proposal for Fanshawe to widen.

- Councillor Squire: You have, excuse me, you have one minute remaining.
- Mike Koncan: Thank you. From Louise widened to six lanes from Louise to North Centre Road. I struggle to understand how this will resolve our current north, south, east, west traffic problems let alone allow us to add more traffic in the near and distant future. Further expansion of both Richmond and Fanshawe above this proposal are a must; however, the challenge now is to fit additional lanes of traffic plus bus lanes and bicycle lanes into the existing road allowances; for example.
- Councillor Squire: Thirty seconds.
- Mike Koncan: The building housing Starbucks on Fanshawe west of Adelaide appears to be too close to the road allowance, Sunningdale and Adelaide may also need consideration for expansion. I do have other points on bicycle plan there are no bicycle paths south of the library and a question on parking. We have fifty-two hundred public parking spots available in the Plan area, during the peak periods the majority of these spots are taken and many a driver is frustrated at not finding a spot. Given the Plan calls for an increase in commercial, office and civic spaces by fifty-two percent this will only result in a further increase in parking requirements.
- Councillor Squire: If you could just wrap up, you're at five minutes and twenty seconds.
- Mike Koncan: Right. In conclusion I do not believe that Council should accept the Plan as drafted until such time as all of these issues are addressed to Council's satisfaction. I would be happy to help and to answer any questions. Thank you for your time.
- Councillor Squire: Thank you very much for your thoughts. Next is Tony Nicoletti.
- Catharine Saunders, City Clerk: Mr. Chair, the next individual is Paul Orrick.

- Councillor Squire: I'm sorry.
- Catharine Saunders, City Clerk: Paul Orrick.
- Councillor Squire: Okay. Mr. Orrick.
- Paul Orrick: Yes, can you hear me?
- Councillor Squire: I can hear you, yes. Go ahead.
- Paul Orrick: Okay. Some of my points are going to mirror what the last speaker just said. I have two comments on traffic and density. At the corner of Fanshawe Park Road and Richmond Street it could be best described as a parking lot. Currently with the lower traffic flow from the pandemic we see less traffic but as soon as all businesses open back up and shopping resumes at Masonville Mall it'll probably be worse than before due to pent up demand. In the evening three lanes of traffic going north from Windermere Road to Fanshawe Park is basically dead stopped over two kilometers from bumper-to-bumper cars, all stop from 4 PM to 6:30 PM every night, on weekends it shifts to an east west parking lot along Fanshawe Park Road as traffic goes shopping along Fanshawe. Cars are backed up all the way up the hill to Louise Boulevard on the east side of Richmond and all the way past the Shell gas station on the west side of Richmond. It can only be described as daily chaos. In 2016, I went to a meeting that was hosted by the City, a public information meeting at the retirement home discussing the changes to the intersection up to six lanes and supposedly better turning ability. I repeat 2016, so how much planning was in before 2016 and since then nothing has been done. I am told the changes to the BRT, shelved the plans because of the LRT that was planned for Richmond Street and it was moved. So here's a traffic plan discussed on 2016 density numbers probably planned long before that so far we have been included is six hundred apartment building on Richmond Street, Masonville School is doubled in size with no bus parking or school parking, traffic at the corner of Hillside and Richmond is a bottleneck with everybody trying to get out, Canada Trust and Masonville Mall all flow onto Hillside. My comment is the City has not planned on the traffic flow and here we are talking about probably doubling the density of this whole area. My comments on density, there are at least four properties in this area on Richmond Street that have plans for redevelopment from single family homes to medium density there're currently bonusing provisions for higher density this is known as the developer flip the guys that currently own it promised to do improvements to get the higher density and then sell it to the new guy that has no intention of honoring the bonusing provisions. I commend the City that they stopped one that went downtown because of that but this is a known thing, the bonusing flip. If, if the mall and I, there was a developer I think he said he was from Westdel saying they're going to put three apartment buildings by the Best Buy plaza and then Masonville Mall wants to put three more apartment buildings, we're talking about fifteen hundred apartments to seventy-five hundred apartments. There is no plan on moving these people around, we can't even move what we have now. I think this Plan is ill conceived and should be put on a moratorium to be stopped immediately until the traffic flow has been, the intersection has been built, traffic flow then monitors on what we have now let alone doubling the density of the Masonville Plan Area. I think this is an ill-conceived plan without the traffic flow being addressed. Nobody from City has talked about traffic flow at all. Thank you for my time.
- Councillor Squire: Thank you very much Mr. Orrick. So where am I on the list now because I skipped a whole bunch of people so.
- Catharine Saunders, City Clerk: Mr. Chair we're on the the last member of the public in attendance and it's Deeny Lemeer.
- Councillor Squire: I'm sorry, you're talking about online?

- Catharine Saunders, City Clerk: Yes. There's no members of the public in the committee rooms.
- Councillor Squire: Okay so I'm sorry, go ahead. If I could just get your name because I'm not sure I have it. Hello?
- Catharine Saunders, City Clerk: I'm just waiting for him to unmute.
- Councillor Squire: Okay.
- Catharine Saunders, City Clerk: I have asked him to unmute. They appear to have problems Mr. Chair.
- Councillor Squire: Okay. I understand. We'll wait a moment and I don't want to close the public participation meeting if there's someone else wishing to speak.
- Catharine Saunders, City Clerk: They are not unmuting.
- Councillor Squire: Alright, is Patricia Forster there?
- Catharine Saunders, City Clerk: Through you Mr. Chair, we have no other members of the public joining us. Oh, yes, sorry, Patricia is there.
- Councillor Squire: Ok. Ms. Forester, are you there?
- Patricia Forster: Yes. Good evening. I have really nothing to add. I think several previous speakers have spoken to my husband and my concerns. We've been in the Masonville area for over thirty years. Traffic is definitely our main concern and Mr. Orrick, I believe, proposed that a moratorium be put on building the residences until the traffic congestion problem has been fully addressed and solved. That's all I have to say. Thank you for your attention Councillors.
- Councillor Squire: Thank you very much for taking the time to speak to us tonight. Is there anyone else or is that it?
- John Lesaux: Hi.
- Councillor Squire: Who is that?
- My name is John Lesaux. I work with the Old Masonville Ratepayers Association.
- Councillor Squire: Thank you very much Mr. Lesaux. I'm meeting new people on the telephone all night, it's, it's great so I'm going to ask you to go ahead then and you have five minutes.
- John Lesaux: I've been here all night, too, since 6:15.
- Councillor Squire: Really? I'm sorry for that.
- John Lesaux: I reside at 71 Shavian Boulevard and Jane and I have lived here since 1984. I spent my career in real estate finance with London Life, first in Montreal and then in London and when Great West acquired London Life we shook hands and I joined Scotiabank in Toronto. I've been involved with the Old Masonville Ratepayers Association for too many years I guess but, principally my involvement stemmed from an application for a twenty-seven, five to six bedroom townhouse development, attached townhouse development, on the west side of Richmond almost across just north of Shavian. The City approved that application, we went to the OMB spent a considerable amount of money and lost at the OMB but all is well that ends well in that the applicant was not a real estate developer but rather a land speculator, an ill conceived plan that fortunately no London developers opted to acquire from him and so what we have today now on the site is a new seven story quality student residence known as Masonville Yards, underground parking, the building is nicely positioned away from the neighbours on Cherokee and no balconies to negate noise levels from those balconies and prevent incidences of things like furniture being tossed from

balconies similar to what has happened in Toronto. So this was a win-win for both the neighbourhood, being a quality project and for the City in terms of incremental property tax revenue relative to a twenty-seven unit five to six bedroom townhouse we now have almost three hundred units and a much more, much more conforming to the existing neighborhood. I think quickly Paul has summarized it best but there are two fundamental flaws to the Plan, one is the height of the proposed development and towers which make no sense against the existing landscape so you're talking now about a seven story building but you're offering would allow up to twenty-two storeys across the road therefore completely disregarding the current conforming environment and the second and this also a signal issue is the traffic congestion, particularly at or near the Richmond/Fanshawe intersection with vehicles backed up for a kilometer or more on, on Richmond, engines idling incessantly and as well as this negative feature people get resourceful, motorists get resourceful and decide how to figure out cuts through patterns in our neighborhood often at speeds that put pedestrians and children at the risk of injury. We met with the City approximately 5 years ago traffic volume measuring was undertaken by Dillon Consulting in 2015, a plan for the Richmond/Fanshawe area was, was constructed but sadly nothing tangible has ever materialized and on an immediate note of our neighborhood has been further aggravated by the significant expansion of the Masonville Public School.

- Councillor Squire: Excuse me, you have one minute remaining.
- John Lesaux: That school is almost doubled in size yet there has been no increase or discernible increase in the number of parking spaces on the site, there's no been no improvement in the access and egress for the incremental the school buses that deliver our children and there has been no enhancement of the sidewalk or bike path infrastructure in the school area. So that's our concern, they are, I think solid and strong objections and we urge you to revisit the Plan and perhaps look at just the impact of the density and the attendant traffic and public transportation infrastructure. Thank you.
- Councillor Squire: Thank you very much and sorry you had to wait so long to, to speak to us. Is there anyone else waiting to speak either online or in any of the rooms?
- Catharine Saunders, City Clerk: Mr. Chair, not that I'm aware of.
- Councillor Squire: Alright, so I will once for anymore public input, twice, they're being none I will last for a motion to close the public participation meeting.

Community and Protective Services Committee

Report

The 6th Meeting of the Community and Protective Services Committee
March 30, 2021

PRESENT: Councillors J. Helmer (Chair), S. Lewis, M. Salih, A. Kayabaga, S. Hillier, Mayor E. Holder

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

Remote Attendance: Councillors J. Morgan, E. Peloza and M. van Holst; R. Armistead, G. Belch, C. Cooper, C. Crossman, K. Dickins, O. Katolyk, G. Kotsifas, A. Macpherson, J.P. McGonigle, A. Pascual, J. Raycroft, C. Saunders, C. Smith, T. Wellhauser and B. Westlake-Power

The meeting was called to order at 4:00 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors M. Salih, A. Kayabaga and S. Hillier

1. Disclosures of Pecuniary Interest

Councillor J. Helmer discloses a pecuniary interest in Item 4.5 of the 6th Report of the Community and Protective Services Committee, having to do with the Capital and Operational Needs of Municipal Golf Courses in London, by indicating that his father is employed by the National Golf Course Owners Association.

2. Consent

2.1 1st Report of the Childcare Advisory Committee

Moved by: A. Kayabaga
Seconded by: S. Lewis

That it BE NOTED that the 1st Report of the Childcare Advisory Committee, from the meeting held on February 22, 2021, was received.

Yeas: (5): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.2 1st Report of the Community Safety and Crime Prevention Advisory Committee

Moved by: S. Lewis
Seconded by: A. Kayabaga

That it BE NOTED that the 1st Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on February 25, 2021, was received.

Yeas: (5): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.3 Homeless Prevention COVID-19 Response April to June Extension - Single Source Procurement (#SS21-15)

Moved by: A. Kayabaga
Seconded by: S. Lewis

That, on the recommendation of the Acting Managing Director of Housing, Social Services and Dearness Home, with the concurrence of the Director, Financial Services, that the following actions be taken with respect to the staff report dated March 30, 2021 related to the Homeless Prevention COVID-19 Response April to June Extension Single Source Procurement #SS21-15:

- a) single source procurements BE APPROVED, with existing agreements, with various hotels and motels within the City of London at a total estimated cost of \$685,000 (excluding HST) for a period between April 15, 2021 to June 30, 2021, with two (2) one (1) month options to extend, subject to funding, in accordance with section 14.4d) of the Procurement of Goods and Services Policy;
- b) single source procurements with Impact London, Canadian Mental Health Association Elgin-Middlesex, Atlohsa Family Healing Services, and Mission Services of London BE APPROVED for isolation space, monitoring space and social distancing space staffing support with a total estimated cost of \$550,000 for a period between April 15, 2021 to June 30, 2021, with two (2) one (1) month options to extend, subject to funding, in accordance with section 14.4e) of the Procurement of Goods and Services Policy;
- c) single source procurement BE APPROVED for The Salvation Army to provide meals to various hotels and motels within the City of London with a total estimated cost of \$82,500 for the period between April 15, 2021 to June 30, 2021, with two (2) one (1) month options to extend, subject to funding, in accordance with section 14.4 e) of the Procurement of Goods and Service Policy; and,
- d) the Civic Administration BE DIRECTED to take all necessary steps to allocate funding to extend the Homeless Prevention COVID-19 Response by continuing to fund the operation of the isolation Space, monitoring Space and social distancing space, and continuing staffing support by Impact London, Canadian Mental Health Association Elgin-Middlesex, Atlohsa Family Healing Services, and Mission Services of London until June 30, 2021. (2021-S08/S14)

Yeas: (5): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.4 Proposed Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan

Moved by: A. Kayabaga
Seconded by: S. Lewis

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Proposed Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan:

- a) the proposed Giwetashkad Indigenous Homelessness Strategic Plan, as appended to the above-noted staff report, BE ENDORSED and BE APPROVED for implementation, in principle;

- b) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary to seek sources of funding from federal and provincial funding Partners to support the implementation of the Giwetashkad Indigenous Homelessness Strategic Plan, including supporting the City of London in accessing new funding by becoming a designated Indigenous Community Entity for Indigenous homelessness under the Reaching Home federal funding program;
- c) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary to return to the appropriate standing committee with a financial plan for any available municipal funding to support the Giwetashkad Indigenous Homelessness Strategic Plan; and,
- d) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary to fulfill the submitted business case, including supporting Atlohsa Family Healing Services in acquiring an appropriate location for an Indigenous Housing Hub, with the advice and support of Realty Services. (2021-S14)

Yeas: (5): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.5 Single Source SS21-12 - Architect to act as Prime Consultant for Dearness Home Auditorium Expansion

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the staff report dated March 30, 2021 related to Single Source SS21-12 for an Architect to Act as Prime Consultant for the Dearness Home Auditorium Expansion:

- a) the fee proposal submitted by MMMC Architects, 127 Brant Ave. Brantford, ON, N3T 3H5, for the provision of Consulting Services for the Dearness Home Auditorium Expansion in the amount of \$211,000 (excluding HST), in accordance with Section 14.4 (d) of the Procurement of Goods and Services Policy BE ACCEPTED;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which 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, statement of work or other documents, if required, to give effect to these recommendations. (2021-S02)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.6 Application to UNESCO for London to be Designated a "UNESCO City of Music"

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to the staff report dated March 30, 2021 related to an Application to UNESCO for London to be designated a "UNESCO City of Music":

- a) the above-noted initiative BE APPROVED;
- b) the Mayor BE DIRECTED to provide the required letter of formal introduction and support of the application, on behalf of the Municipal Council; and,
- c) the Civic Administration BE DIRECTED to undertake the application process with respect to this matter. (2021-R08/M18)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.7 Film Update - Moving Forward

Moved by: S. Hillier

Seconded by: E. Holder

That, on the recommendation of the Managing Director, Parks and Recreation, the proposed by-law, as appended to the staff report dated March 30, 2021, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to:

- a) authorize and approve the Amending Agreement to the 2020 Purchase of Service Agreement, as appended to the above-noted by-law, entered into between The Corporation of the City of London and the London Economic Development Corporation; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Amending Agreement. (2021-R08/M18)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.8 Invasive Species Management Update and Funding Plan

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Parks and Recreation the following actions be taken with respect to the staff report dated March 30, 2021 related to an Invasive Species Management Update and Funding Plan:

- a) the above-noted staff report BE RECEIVED;
- b) the financing for the continuation of the invasive species management program in 2021 BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report; and,

c) the Civic Administration BE DIRECTED to bring forward a budget amendment case during the 2022 Annual Budget Update to establish funding from 2022 to 2024 for the further continuation of the invasive species management program;

it being noted that a communication, dated March 25, 2021, from S. Levin, Nature London, with respect to this matter, was received. (2021-E18)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

3.1 London's Housing First Emergency Youth Shelter

Moved by: S. Lewis

Seconded by: E. Holder

That the verbal delegation from T. Gillis, S. Cordes and M. Doucet, Youth Opportunities Unlimited (YOU), with respect to an update on the funding awarded to YOU in 2017 and the Housing First Emergency Youth Shelter, BE RECEIVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4. Items for Direction

4.1 Update on Housing Issues from Mission Services of London - P. Rozeluk, Mission Services of London - REQUEST FOR DELEGATION STATUS

Moved by:

That the following actions be taken with respect to a request for delegation status from P. Rozeluk, Mission Services of London, related to an update on housing issues:

a) the above-noted request for delegation BE APPROVED; and,

b) the verbal delegation, the communication dated February 25, 2021, and the presentation, as appended to the Agenda, from P. Rozeluk, BE RECEIVED. (2021-S14)

Motion Passed

Voting Record:

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to approve the delegation request from P. Rozeluk, Mission Services of London.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

Motion to approve the remainder of the clause.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 2nd Report of the Accessibility Advisory Committee

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

That the following actions be taken with respect to the 2nd Report of the Accessibility Advisory Committee, from its meeting held on February 25, 2021:

- a) the Civic Administration BE REQUESTED to undertake a review of City of London planning related documents and by-laws, in particular the City's Zoning By-law, to ensure that terminology used in the documents is reflective of current language and terminology related to accessibility; and,
- b) clauses 1.1, 3.1 to 3.6 and 5.1, BE RECEIVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 2nd Report of the Animal Welfare Advisory Committee

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

That the following actions be taken with respect to the 2nd Report of the Animal Welfare Advisory Committee, from its meeting held on March 4, 2021:

- a) the revised attached "Recommendation to promote the Trap, Spay, Neuter and Release Program" BE FORWARDED to the Civic Administration for implementation or action, where appropriate; and,
- b) clauses 1.1 and 3.1, BE RECEIVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.4 Mayor E. Holder - Affordable Housing Units in London

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

That the following actions be taken with respect to the creation of affordable housing units in London:

- a) the Civic Administration BE DIRECTED to expedite the development of needed 3,000 affordable housing units as set out in "Housing Stability Action Plan" (HSAP) to be in place in five years, instead of ten years as set out in the Plan; and,

b) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with an implementation plan, inclusive of financial impacts, that sets out the best supports for the development of affordable housing units;

it being noted that a communication from Mayor E. Holder, with respect to this matter, was received. (2021-S14)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.5 Councillor M. van Holst - Capital and Operational Needs of Municipal Golf Courses in London

Moved by: A. Kayabaga

Seconded by: E. Holder

That the communication from Councillor M. van Holst, as appended to the agenda, with respect to the capital and operational needs of municipal golf courses in London, BE RECEIVED. (2021-R05D)

Yeas: (5): S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Recuse: (1): J. Helmer

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: A. Kayabaga

That the Deferred Matters List for the Community and Protective Services Committee, as at March 22, 2021, BE RECEIVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

7. Adjournment

The meeting adjourned at 5:23 PM.

Friday March 5, 2021

RE: Recommendations to promote the Trap, Spay, Neuter and Release Program

City of London

From: Animal Welfare Advisory Committee

To: Heather Chapman
Orest Katolyk
Michelle McBride

Thank you for bringing your request for suggestions to enhance the Trap, Spay, Neuter, and Release Program with the City of London. Please review the additions, edits, and rationales to the previous word document provided to you by AWAC, and outlined in this updated set of recommendations gathered at our March 4th/21 AWAC Subcommittee meeting as follows:

Increase awareness for Londoners via various media platforms to raise public awareness regarding the program, benefits, issue and impacts for cats, their welfare, and the environment.

- City of London social media page
- City of London website
- Print media
- CTV London, CBC Radio 1 London public awareness campaign

Create a “catchy” slogan for the program that could be used and embedded into various written formats such as brochures, poster, web pages and media platforms.

*Assessment of the City of London TSNR website information recommends:

The TSNR Program be front and center under the heading that exists “Feral Cats”. Currently the information is not visible unless one clicks on FAQ and **only** if one clicks on the final question answer under “What is the City of London doing...”

Consider provision of a QR code to the program for easier access (Orest to consult Communications as discussed during AWAC Meeting on March 4/21)

Under the final question answer no information is provided to inform the reader that residents **can access** resources to trap and bring feral cats to be spayed/neutered and may inadvertently lead the reader to assume the City is already taking care of that for them.

*Given the link between pet owners on limited incomes/living in poverty unable to afford to spay/neuter and the overall feral cat population, AWAC has reviewed the information on the site. To be helpful, AWAC recommends:

- Consider that many folks on low incomes/living in poverty have unlicensed cats due to cost concerns and the current climate of rent, housing crisis, and costs of living do not align with ODSP and OW benefits.

- Provide a link to the cost in relation to OW and ODSP rates to incentivize
- Consider allowing and informing folks visiting the site that their pets **can/must enter into licensing upon accessing this program** if not already licensed (so as not to inadvertently deter folk from participating in this vital program.)
- Forward info regarding the program to London’s social agencies working with OW and ODSP recipients such as CMHA Elgin Middlesex, OW, ODSP, Salvation Army Centre of Hope, Addiction Services Thames Valley, etc. so service providers can assist folks either as trustees or encourage participants to access this program.

Create a poster and brochure that could be downloaded and printed out from the City of London-Animal Services page to provide an overview of the TSNR program, “what is a feral cat” and how to access the program. *The AWAC Committee would be pleased to assist to develop a comprehensive brochure with the goal to promote the program in mind and to communicate that healthy communities steward good animal welfare.

Provide the brochures to:

- London Public Libraries
- London Business Associations
- Neighborhood/community groups
- Universities and College Sites
- Nature London
- Urban League London (an umbrella group whose members consist of neighborhood associations, community groups, and individuals across London)
- London Veterinarian Clinics

Posters could be provided to local businesses for the purpose of display and assistance with feral cats.

Gather data regarding location of feral colonies and create a formal volunteer program through LACC that could be trained and deployed to assist residents and locate feral colonies that need to be addressed through the program. *Provide a workshop to educate and train interested rescue groups, volunteers, and residents. The workshop can also be offered “virtually” or perhaps at LACC/alternate suitable location.

Invite the public as well as cat rescue groups to a Presentation/Workshop-awareness, education, impacts for cats, the environmental implications, benefits, trapping, the program, how it works...

As discussed during AWAC Meeting, assign student placement to assist with tasks associated with promoting the TSNR program.

On behalf of AWAC Committee members, we look forward to discuss further and to make inquires to you to help us better understand how this program has been promoted in the past, availability re: hours of operation, fee to borrow traps, how many traps are available, process when trapping kittens that are adoptable.

Strategic Priorities and Policy Committee

Report

7th Meeting of the Strategic Priorities and Policy Committee
April 6, 2021

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

ALSO PRESENT: M. Ribera, K. Van Lammeren, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, K. Dickins, G. Kotsifas, J.P. McGonigle, J. Raycroft, C. Saunders, K. Scherr, M. Schulthess, C. Smith, S. Stafford, A. Thompson, R. Wilcox

The meeting is called to order at 4:00 PM; it being noted that the following Members were in remote attendance: Councillors 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

Councillor S. Turner discloses a pecuniary interest in item 4.3, having to do with a request for research on the effects of public health restrictions in London during the COVID emergency, by indicating that he is an employee of the Middlesex London Health Unit.

2. Consent

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

That Items 2.2 and 2.3 BE APPROVED.

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

Absent: (1): A. Hopkins

Motion Passed (14 to 0)

2.2 London Community Recovery Network – Current Status and Next Steps

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

That, on the recommendation of the City Manager, the following actions be taken regarding the London Community Recovery Network (LCRN):

a) the approach to develop a community recovery framework through the continued efforts of the London Community Recovery Network BE ENDORSED;

b) the Civic Administration INVITE community partners to bring forward business cases relating to Ideas for Action identified in the January 12, 2021 meeting of City Council that seek funding from the City of London to the May 18, 2021 Strategic Priorities and Policy Committee for decision;

and,

c) the staff report titled London Community Recovery Network – Current Status and Next Steps BE RECEIVED.

Motion Passed

2.3 London and Middlesex Community Housing Inc. Meeting of the Shareholder - Resolutions Regarding Board Composition

Moved by: S. Lewis

Seconded by: P. Squire

That, on the recommendation of the City Manager, the following actions be taken with respect to London & Middlesex Community Housing Inc.:

a) the “Terms of Reference Board of Directors London & Middlesex Community Housing Inc.” as appended to the staff report dated April 6, 2021 as Appendix “A”, BE ADOPTED;

b) the proposed by-law as appended to the staff report dated April 6, 2021 as Appendix “B” being “A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc. to provide for a new Board composition”, BE INTRODUCED at the Municipal Council Meeting to be held on April 13, 2021;

c) the proposed “Recruitment Process for Director Appointments”, as appended to the staff report dated April 6, 2021 as Appendix “C”, BE ADOPTED; and,

d) two (2) members of the Interim Board of Directors BE APPOINTED as Directors for a period not to exceed one year to provide for support for board and organizational continuity, stability, and knowledge transfer.

Motion Passed

2.1 London Small Business Centre – Board Governance Structure Updates

Moved by: M. van Holst

Seconded by: S. Lewis

That, on the recommendation of the Director, City Planning and City Planner, and as requested by the Small Business Centre, Councillors S. Hillier and P. Van Meerbergen BE APPOINTED to the Small Business Centre for a special meeting (date to be determined) to undertake the actions required to amend the governance structure of the Small Business Centre; it being noted that the actions required are described in the correspondence from the Small Business Centre as appended to the staff report 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)

3. Scheduled Items

None.

4. Items for Direction

4.1 Nomination of a New Budget Chair

Moved by: Mayor E. Holder
Seconded by: M. Cassidy

That Councillor E. Pelozo BE APPOINTED as the Council lead for the Budget process, acting as Budget Chair with duties including coordination of all Budget activities with the Civic Administration and the Chairing of the Strategic Priorities and Policy Committee meetings where discussion and consideration of the Budget takes place.

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

Motion Passed (15 to 0)

4.2 Kettle Creek Conservation Authority Membership

Moved by: E. Pelozo
Seconded by: M. Cassidy

That the current membership of the Kettle Creek Conservation Authority allocating one (1) member each to the Municipality of Central Elgin, the Municipality of Middlesex Centre, the Municipality of Thames Centre, the Township of Malahide, and the Township of Southwold; and two (2) members to the City of St. Thomas and three (3) members to the City of London be maintained; and further the membership of the Kettle Creek Conservation Authority be re-evaluated based on population data available prior to member appointments following the municipal elections in 2022.

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)

4.3 Request for Research on the Effects of Public Health Restrictions in London

Moved by: S. Lewis
Seconded by: E. Pelozo

That the communication dated March 29, 2021 from Councillor M. van Holst with respect to a request for research related to the effects of COVID on the local citizens and economy, BE RECEIVED.

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

Recuse: (1): S. Turner

Motion Passed (14 to 0)

4.4 Operation of City Council

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

That the Governance Working Group BE DIRECTED to consider, in consultation with the Civic Administration, how the operations of council may be changed to potentially realize efficiencies in line with the corporate reorganization, while better serving London, including but not limited to: hours of council and standing committee meetings, standing committee structure, expense accounts, and support staff; it being noted that all Members of Council are encouraged to submit ideas for consideration.

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

Nays: (3): A. Hopkins, P. Van Meerbergen, and S. Turner

Motion Passed (12 to 3)

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: P. Van Meerbergen

Seconded by: P. Squire

That the meeting Adjourn.

Motion Passed

The meeting adjourned at 5:26 PM.

Bill No. 133
2021

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 13th day of April,
2021.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Local Planning Appeal Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 134
2021

By-law No. A.-_____ - ____

A by-law to approve and authorize the execution of Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London.

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 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: i) economic, social and environmental well-being of the municipality, including respecting climate change; and ii) financial management of the municipality;

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

1. (a) The Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London (“the Agreement”), substantially in the form attached as Schedule “1” to this by-law, is authorized and approved.

(b) The Mayor and the City Clerk are authorized to execute the Agreement authorized and approved under subsection 1(a) of this by-law.

Amending Agreements

2. (a) The Managing Director Environmental & Engineering Services and City Engineer is authorized to approve Amending Agreements to the Agreement, provided it does not increase the indebtedness or liabilities of The Corporation of the City of London.

(b) Subject to subsection 2(c) of this by-law, the Mayor and City Clerk are authorized to execute any Amending Agreement to the Agreement approved by the Managing Director Environmental & Engineering Services and City Engineer under subsection 2(a) of this by-law.

(c) The City Treasurer is authorized to approve and execute any Amending Agreement for Minor Changes to Reporting or Minor Changes to the Project Description, Budget and Timelines, pursuant to sections C.3.3 and D.7.2 of the Agreement.

3. The Managing Director, Corporate Services, and City Treasurer, Chief Financial Officer, and City Manager (or their written delegates) are severally authorized to execute any financial reports required as a condition under the Agreement.

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

PASSED in Open Council on April 13, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM**

THIS TRANSFER PAYMENT AGREEMENT for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the “Agreement”) is effective as of the Effective Date.

B E T W E E N

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the City of London

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“Canada”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (“Bilateral Agreement”), for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees to provide contribution funding to Ontario under the public transit stream of ICIP.

Also, under the Bilateral Agreement, Ontario agrees to identify projects, including municipal projects, and be responsible for the transfer of ICIP and provincial funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out one or more public transit infrastructure projects.

The Province has submitted to Canada for approval and Canada has approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project or Projects, as the case may be.

The Agreement sets out the terms and conditions upon which ICIP funds will be provided to the Recipient for carrying out the Project or Projects, as the case may be.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 Schedules and Sub-schedules to the Agreement. The following schedules and sub-schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Budget, Timelines, and Standards

Sub-schedule "C.1" - Project Description, Budget, and Timelines

Schedule "D" - Reports

Sub-schedule "D.1" - Project Tier Classification and Other Information

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Sub-schedule "J.1" - Form of Certificate from Recipient

Sub-schedule "J.2" - Form of Declaration of Project Substantial Completion

Sub-schedule "J.3" - Form of Certificate from a Professional Engineer for Project Substantial Completion

Sub-schedule "J.4" - Form of Certificate from an Independent Engineer to Certify Progress

Schedule "K" - Committee

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 COUNTERPARTS

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

3.2 **Electronic Execution and Delivery of Agreement.**

- (a) The Agreement may:
 - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province’s prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of each Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with any Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "Rights")

undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 Sharing of Information with the Province and Canada. The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.28.0 (Environmental Requirements and Assessments) and Article A.29.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the Minister of
Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

The Corporation of the City of London

Date

Name: Ed Holder
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Catharine Saunders
Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

“**Aboriginal Community**” has the meaning ascribed to it in section I.1.1 (Definitions).

“**Aboriginal Consultation Record**” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“**Asset**” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, renovated or improved, in whole or in part, with any of the Funds.

“**Authorities**” means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement or any Project, or both.

“**Bilateral Agreement**” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

“**Budget**” means, in respect of a Project, the Project budget set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

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

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canadian Content Policy” means the *Ministry of Transportation Canadian Content for Transit Vehicle Procurement Policy*, as amended from time to time.

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

“Certificate from an Independent Engineer to Certify Progress” means a Certificate from an Independent Engineer to Certify Progress in the form set out in Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress).

“Committee” refers to a Committee established pursuant to section A.30.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Declaration of Project Substantial Completion” means a Declaration of Project Substantial Completion in the form set out in Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible

Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial, or municipal laws, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment, public, or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Projects and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiry Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved a Project identified in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

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

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees, and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for contribution by the Province and Canada under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount set out Schedule “B” (Specific Information).

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Progress Reports).

“Project Substantial Completion Date” means, in respect of any Project, the Project Substantial Completion Date indicated on the Declaration of Project Substantial Completion.

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description, Budget, and Timelines), and **“Project”** means any one of them.

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (d) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A.2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before October 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Projects;

- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.32.1 (Special Conditions); and
 - (ii) any instalment of Funds in respect of any Project until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce or terminate the amount of Funds it provides to the Recipient in response to a reduction of appropriation, ministerial funding levels, or Canada’s payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action,

whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement, including changes in respect of any Project or Budget, are required as a result, the Parties agree to amend the Agreement accordingly.

- A.4.3 **Use of Funds and Carry Out the Project.** The Recipient will, in respect of each Project, do all of the following:
- (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget;
 - (d) not use the Funds to cover any Ineligible Expenditure; and
 - (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.
- A.4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A.4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from any further instalments of Funds;
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
 - (b) if Canada's total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column I (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column K (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;
 - (c) if the Province's total contribution from all provincial sources in respect of any Project exceeds the amount set out in column L (Provincial Contribution Towards

the Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

- (d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column H (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of any Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of any Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term and in respect of any Project, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "Shortfall"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures

provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 **Retention of Contribution.** The Province will retain a maximum of 10% of the provincial funding and 5% of the federal funding in respect of each Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project;
- (b) the Recipient has submitted a Declaration of Project Substantial Completion to the Province; and
- (c) the Parties have jointly carried out a final reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to Canada;
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements; and
- (c) is in compliance with the Canadian Content Policy, a copy of which the Province will provide to the Recipient.

A.5.2 **Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 **Exemptions to Competitive Awarding.** Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) provides a consultant or contractor quote for market value; and

- (c) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of any Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 **No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 **Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.16.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiry Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 Records Review. The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of any Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A.7.5(a).

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit, including any audit report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

- A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential,

exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will

cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 Recipient's Cooperation. If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

A.10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A.10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down any Project or the Projects, as applicable, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(b); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out any Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 **Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A.12.4 **Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions

provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i), and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS AT THE END OF A FUNDING YEAR

A.13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.12.0 (Event of Default, Corrective Action, and Termination for Default), if, in respect of any Project, the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget for that Project, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A.13.2 **Effect of Action Taken by the Province.** If the Province takes any action under section A.13.1 (Funds at the End of a Funding Year), the Parties will review the effect of such action on the overall implementation of the Project and may amend the Agreement.

A.14.0 FUNDS UPON EXPIRY

A.14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A.15.0 DEBT DUE AND PAYMENT

A.15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A.15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.15.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.16.0 NOTICE

- A.16.1 **Notice in Writing and Addressed.** Notice will be:
 - (a) in writing;
 - (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
 - (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.
- A.16.2 **Notice Given.** Notice will be deemed to have been given:
 - (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
 - (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.
- A.16.3 **Postal Disruption.** Despite paragraph A.16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.17.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.17.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.18.0 SEVERABILITY OF PROVISIONS

A.18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.19.0 WAIVER

A.19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.19.2 **Waiver Applies.** If in response to a request made pursuant to section A.19.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.19.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.16.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.20.0 INDEPENDENT PARTIES

A.20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.20.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.22.0 GOVERNING LAW

A.22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.23.0 FURTHER ASSURANCES

A.23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.24.0 JOINT AND SEVERAL LIABILITY

A.24.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.25.0 RIGHTS AND REMEDIES CUMULATIVE

A.25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.27.0 SURVIVAL

A.27.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgement), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.8 (Rebates, Credits, and Refunds), A.5.5 (Disposal of Assets), A.7.1 (Province and

Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h), (i) and (j), Articles A.13.0 (Funds at the End of a Funding Year), A.14.0 (Funds Upon Expiry), A.15.0 (Debt Due and Payment), A.16.0 (Notice), and A.18.0 (Severability of Provisions), section A.21.2 (Agreement Binding), and Articles A.22.0 (Governing Law), A.24.0 (Joint and Several Liability), A.25.0 (Rights and Remedies Cumulative), A.27.0 (Survival), A.28.0 (Environmental Requirements and Assessments), A.29.0 (Aboriginal Consultation), and A.32.0 (Special Conditions).

A.28.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.28.1 **Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.2 **Assessments.** The Recipient will complete the assessments that are required in Sub-schedule "D.1" (Project Tier Classification and Other Information) and are further described in Schedule "D" (Reports).

A.29.0 ABORIGINAL CONSULTATION

A.29.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.29.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or Ontario, or both, may deem appropriate.

A.29.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.30.0 COMMITTEE

A.30.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.30.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.30.1 (Establishment of Committee).

A.31.0 DISPUTE RESOLUTION

A.31.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

- A.31.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.30.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.31.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.31.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.31.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.31.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.32.0 SPECIAL CONDITIONS

- A.32.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) evidence satisfactory to the Province that the Recipient's council has passed a municipal by-law authorizing the Recipient to execute the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) an asset management self-assessment, in the form and at the address provided by the Province.

- (b) prior to submitting a request for payment in respect of any Project under the Agreement,
 - (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.28.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.29.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. if the Recipient does not own the land on which the Project is to be carried out, the Recipient has entered into legally binding agreements with all owners of such land, which agreements are consistent with, and incorporates the relevant provisions of the Agreement; and
 - (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.28.0 (Environmental Requirements and Assessments); and
- (c) on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project has reached Substantial Completion before such date, the Recipient having provided the Province with an asset management self-assessment, in the form and at the address provided by the Province.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.32.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
SPECIFIC INFORMATION**

Maximum Funds*	\$227,019,948.78
Expiry Date	March 31, 2029
Contact information for the purposes of Notice to the Province	<p>Address: Strategic Investments Office Municipal Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 416-585-7637</p> <p>Email: ICIPTransit@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Managing Director Environmental & Engineering & City Engineer</p> <p>Address: 300 Dufferin Avenue London, ON N6A 4L9</p> <p>Phone: 519-661-2489 ext 2391</p> <p>Email: kscherr@london.ca</p>
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	<p>Position: Director, Municipal Programs Branch; or Director, Capital Project Oversight Branch</p>
Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	<p>Position: City Treasurer</p>

Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	Position: Director Roads & Transportation Address: 300 Dufferin Avenue London, ON N6A 4L9 Phone: 519-661-2489 ext 4936 Email: dmacrae@london.ca
---	---

***Note:** For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column J (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column M (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

**SCHEDULE “C”
PROJECT DESCRIPTION, BUDGET, TIMELINES, AND STANDARDS**

C.1.0 PROJECT DESCRIPTION, BUDGET, AND TIMELINES

C.1.1 **Project Description.** The Recipient will carry out each Project described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.1.2 **Budget and Timelines.** The Recipient will carry out each Project within the Budget and Timelines for that Project set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.2.0 PROJECT STANDARDS

C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET, AND TIMELINES

C.3.1 **Province’s and Canada’s Consent.** Any change to the Project will require the Province’s and Canada’s prior written consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

C.3.2 **Minor Changes to the Project Description, Budget, and Timelines.** Subject to sections C.3.1 (Province’s and Canada’s Consent) and C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines), changes that, in the opinion of the Province, are minor may be made in respect of any Project to Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.3.3 Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines. Any change made pursuant to section C.3.2 (Minor Changes to the Project Description, Budget, and Timelines) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Specific Information).

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, BUDGET, AND TIMELINES**

Project ID	Project Title	Project Description	Forecasted Project Start Date (MM/DD/YYYY)	Forecasted Project End Date (MM/DD/YYYY)	Federal Approval Date (MM/DD/YYYY)	Total Costs of the Project	Total Eligible Expenditures of the Project	Federal Contribution Towards the Total Eligible Expenditures of the Project	Federal Funding Rate of the Total Eligible Expenditures of the Project	Other Federal Contribution Towards the Total Costs of the Project	Provincial Contribution Towards the Total Eligible Expenditures of the Project	Provincial Funding Rate of the Total Eligible Expenditures of the Project	Recipient Contribution Towards the Total Costs of the Project	Other Contribution Towards the Total Eligible Expenditures of the Project
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
ICIP-LON-01	Intelligent Traffic Signals	The Project is a critical element in the successful implementation of the City of London’s overall transit plan. The goal of the project is to implement a transportation management system that will be able to make “real-time” adjustments to traffic signaling on key corridors, helping to ease traffic congestion and provide for the more efficient movement of transit vehicles within existing corridors across the City of London. The scope of the Project includes upgrading up to 399 intersections into a high-bandwidth communication network, installation of transit-priority signals and GPS-based tracking sensors, installation of video cameras and travel time monitoring equipment, and the creation of a Transportation Management Centre within an existing municipal building to centralize and coordinate traffic management capabilities across the City of London. The Project will improve the data collection, analysis and dispatch capabilities of the City of London, ensuring greater reliability of the existing and future transit system.	04/01/2020	03/31/2027	08/22/2019	\$19,500,000.00	\$19,500,000.00	\$7,800,000.00	40%	\$0.00	\$6,499,350.00	33.33%	\$5,200,650.00	\$0.00
ICIP-LON-02	Dundas Place Thames Valley Parkway Active Transportation Connection	The Project consists of the construction of new bicycle lanes and improved sidewalks between the Thames Valley Parkway and transit stops along the planned Downtown Loop Bus Rapid Transit, facilitated by a reconstruction of a part of the roadway. The Project will deliver 0.4 km of new bicycle lanes, 0.4 km of improved sidewalks, and 0.25 km of reconstructed roadway. The Project will facilitate active transit that provides a first-mile/last-mile connection to the public transit system, by	01/01/2021	03/31/2022	08/21/2019	\$4,000,000.00	\$4,000,000.00	\$1,600,000.00	40%	\$0.00	\$1,333,200.00	33.33%	\$1,066,800.00	\$0.00

		connecting the Thames Valley Parkway to the Downtown Loop Bus Rapid Transit. Objectives: - The project will provide improved connections for cyclists and pedestrians between the Thames Valley Parkway and nearby stops on the rapid transit Downtown Loop. - This section of Dundas Street currently has a narrow sidewalk and an abrupt midblock end to a bike lane. - By improving the link to the Dundas Place flex street, pedestrians and cyclists will be able to better travel between the pathway system and rapid transit stops via Dundas Place and a short block on Talbot Street.													
ICIP-LON-03	East London Link	The East London Link Project will revitalize 6.3 km of roadway from downtown (King Street) to Fanshawe College by widening Highbury Bridge (overpass), Highbury Avenue and Oxford Street as well as conversion of existing mixed use traffic lanes into dedicated bus lanes; work will include installation of 14 transit platforms along the route, 3.7 km of cycling facilities and a transit hub at Fanshawe College; It will also include intelligent traffic signals to reduce intersection delays and shorten travel times, including transit signal priority, sensors and video. The project also includes the purchase of 9 new buses. Concurrent underground work on sewers and water mains will also be undertaken. The on-street cycling network is not well developed, and at present there is limited connectivity in the existing network, with many lanes and paths limited to small segments of a road. This limits the ability of the current cycling network to provide access to current and future transit services. These shortcomings have previously been acknowledged by the City and the Transportation Master Plan. The proposed multi-use pathways and on-street cycling infrastructure will help to fill in these existing gaps and will act as first- and last-mile connections to the proposed rapid transit corridors.	04/01/2020	03/31/2027	08/21/2019	\$120,200,000.00	\$104,200,000.00	\$41,680,000.00	40%	\$0.00	\$34,729,860.00	33.33%	\$43,790,140.00	\$0.00	
ICIP-LON-04	Downtown Loop	The Project involves the construction of a Bus Rapid Transit (BRT) corridor in downtown London, including dedicated bus lanes, intelligent traffic signals, platforms and bicycle lanes, as well as the relocation and reconstruction of sidewalks and water mains impacted by construction of the corridor. The Project will deliver 2 km of roadways with dedicated bus lanes, sidewalks on both sides of the street (total 4 km), intelligent traffic signals at 12 intersections, 5 transit platforms, 480 m of bicycle lanes and relocate 600 m of water main. Upgrading transit service in the downtown area will improve the speed and reliability of bus transportation, particularly providing improved connections to regional	04/01/2020	03/31/2024	08/21/2019	\$28,500,000.00	\$28,500,000.00	\$11,280,000.00	40%	\$0.00	\$9,399,060.00	33.33%	\$7,820,940.00	\$0.00	

		transit nodes (Greyhound and Via Rail stations). The proposed bicycle path infrastructure will act as a first-mile and last-mile connection to the proposed rapid transit corridors by providing connections between the Queens/Rideout rapid transit stop, Dundas Place, and the Thames Valley Parkway active transportation network. Enhanced sidewalks along the corridor will improve recreational walking infrastructure in the downtown core. 100% of rapid transit stops will be fully accessible.													
ICIP-LON-05	Adelaide Street Underpass Active Transportation Connections	The Adelaide Street Underpass Active Transportation Connections Project (the Project), which is a component of the broader Adelaide Street Underpass Project, will construct approximately 250m of four-metre wide multi-use paths on both sides (500m total) of Adelaide Street which will run under a Canadian Pacific Rail (CPR) bridge, in London (Ontario). The Project will also construct approximately 700m of cycling and pedestrian connections to the north and south of the underpass on Central Avenue, McMahan Street and Pall Mall Street. It will also construct a new pumping station and relocate a utility corridor, including watermain, storm water and wastewater pipes. The Project aligns with the City of London's Smart Moves 2030 Transportation, the City of London Plan, and has been identified as highest priority grade crossing in the city. Currently, Adelaide Street crosses two tracks at-grade directly adjacent to a CPR yard on the eastern side of the intersection. The crossing is frequently blocked by trains from the CPR yard, with a daily average of 20 road blockages that last about 4.6 minutes each. These blockages delay all users of the corridor including pedestrians, cyclists and transit users. The Project will facilitate active transit that provides a first-mile/last-mile connection to bus stops on Adelaide street and to future bus rapid transit on Oxford Street.	06/01/2020	03/31/2024	08/21/2019	\$18,900,000.00	\$15,086,729.00	\$6,034,692.00	40%	\$0.00	\$5,028,406.78	33.33%	\$4,920,234.55	\$0.00	
ICIP-LON-06	Wellington Gateway Project	The Project consists of the construction of a complete Rapid Transit corridor along the length of Wellington Road, a primary arterial route into the city's core. The Project scope includes: • Reconstruction of 6.8 km of road between downtown and Highway 401, including widening to establish continuous transit lanes, multi-use paths, bike lanes and sidewalks, totaling 15.4 km of infrastructure which will act as first-mile and last-mile connections to the proposed rapid transit corridors • Installation of intelligent traffic signals including transit signal priority, sensors and video cameras at 15 signalized intersections, as well as equipment for 5 buses	04/01/2021	03/31/2027	08/21/2019	\$131,800,000.00	\$95,300,000.00	\$38,120,000.00	40%	\$0.00	\$31,763,490.00	33.33%	\$61,916,510.00	\$0.00	

London and Ontario ICIP TPA

		<ul style="list-style-type: none"> • Construction of 1 park-and-ride facility near Highway 401 • Widening of Clarke's Bridge for additional two traffic lanes and a multi-use path (87 metres) • Installation of 18 transit stations • Purchase of 5 new buses • Replacement of 800 metres of storm sewer, 700 metres of sanitary sewer and 1000 metres of watermain due to direct conflict with rapid transit construction <p>The Project aims to:</p> <ul style="list-style-type: none"> • Provide better transit connectivity to and from the south end of the city connecting people to jobs, as well as support investment in rapidly-expanding commercial and industrial areas of the city • Provide necessary upgrades along the primary arterial route into the city's core which will bring important safety improvements for all modes of transportation • Provide more transportation choices for a more efficient commute 													
ICIP-LON-07	Dundas Street Old East Village Streetscape Improvements	<p>The Project will enhance and revitalize the transit corridor in the area of Dundas street with improved direct pedestrian and cycling connections to Dundas Street bus stops and along connecting side streets to the future King Street rapid transit corridor. The Project scope includes the widening of approximately 1.62 kilometers of roadway along Dundas St. replacement of adjacent sidewalks, installation of approximately 0.81 kilometers of new dedicated cycling lanes with signalized intersections at Dundas St. & Lyle St. /Elizabeth St. and Dundas St. & Rectory St., and installation of new bicycle parking & lock-up areas. The exact number of bicycle parking and lock-up areas will be determined during the detail design phase. New street lighting will be installed along 0.87 kilometers of side streets connecting to the proposed rapid transit corridor and along the 1.62 kilometers of roadway. The cycling amenities will act as first-mile and last-mile connections to the proposed rapid transit system.</p>	09/01/2019	06/30/2022	08/21/2019	\$8,200,000.00	\$8,200,000.00	\$3,280,000.00	40%	\$0.00	\$2,733,060.00	33.33%	\$2,186,940.00	\$0.00	
ICIP-LON-08	London Oxford Street Wharncliffe Road Intersection Improvements	<p>The Project consists of improving the transit movement through the busy intersection of Oxford Street and Wharncliffe Road in the City of London, Ontario. The project scope includes the construction of new transit queue jump lanes in the eastbound and westbound lanes along Oxford Street, as well as intelligent traffic signals, street lighting, turning lanes, sidewalks and bike lanes. The cycling and walking infrastructure will provide direct (first-mile, last-mile) connections to transit services. The project aims to improve capacity of public transit infrastructure and improve quality and safety of the existing</p>	07/01/2022	03/31/2027	08/21/2019	\$17,800,000.00	\$8,800,000.00	\$3,520,000.00	40%	\$0.00	\$2,933,040.00	33.33%	\$11,346,960.00	\$0.00	

		and future transit system. These major intersection improvements will improve overall traffic operations.												
ICIP-LON-09	Expansion Buses	The project consists of the purchase and commissioning of 31 buses, which will be a mix of 40' and 60' diesel buses, aimed at improving better transit service via direct bus connections and increasing service frequencies system wide, including the City's industrial employment areas.	01/01/2020	10/31/2027	08/21/2019	\$25,200,000.00	\$25,200,000.00	\$10,080,000.00	40%	\$0.00	\$8,399,160.00	33.33%	\$6,720,840.00	\$0.00
ICIP-LON-10	Bus Stop Amenities	Improve the overall customer experience in London through the installation of bus stop amenities including the installation of 60 new bus shelters which include solar powered lighting and benches. This project also includes the installation of 150 new solar-powered lights at bus stops that have been identified as having low light or safety concerns.	01/01/2020	03/31/2023	08/21/2019	\$1,100,000.00	\$1,100,000.00	\$440,000.00	40%	\$0.00	\$366,630.00	33.33%	\$293,370.00	\$0.00

SCHEDULE “D” REPORTS

D.1.0 PROGRESS REPORTS

D.1.1 Progress Reports. The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.

D.1.2 Description of Progress Report. The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:

- (a) Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
- (b) the Project start date and the Project end date (forecasted and actual where applicable);
- (c) the percentage of the Project that has been completed;
- (d) risks and mitigation strategies;
- (e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
- (f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

The reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), for the Project.

D.2.1 Tier 1 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 1 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th; and
 - (ii) September 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;

- (ii) a final Progress Report; and
- (iii) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 Tier 2 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion;
 - (iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and
 - (v) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project; and
 - (ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 Tier 3 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before:
 - a. March 15th;
 - b. June 15th;
 - c. September 15th; and
 - d. December 15th; and
 - (ii) a Certificate from an Independent Engineer to Certify Progress on or before September 15th of each calendar year;
- (b) a communications plan within 180 days of the Effective Date;
- (c) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (e) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.2.4 Tier 4 Reporting Requirements. If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before the 15th day of each month;
 - (ii) a Certificate from an Independent Engineer to Certify Progress on or before March 15th and September 15th of each calendar year; and
 - (iii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (c) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (d) within 90 days of submitting the final Progress Report:
 - (i) a summary of any required Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.4.0 RISK ASSESSMENT

D.4.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 **Climate Change Resilience Assessment.** If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

- (a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.5.2 **Greenhouse Gas Emissions Assessment.** If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

- (a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 **Community Employment Benefits Assessments.** If community employment benefits assessments are identified as “Required” in column E (Community Employment Benefits Assessments) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 **Description of the Community Employment Benefits Assessments.** If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

- (a) apprentices;
- (b) Indigenous peoples;
- (c) women;

- (d) persons with disabilities;
- (e) veterans;
- (f) youth;
- (g) new Canadians;
- (h) small-medium-sized enterprises; and
- (i) social enterprises.

D.6.3 Reporting on Community Employment Benefits Assessments. The Recipient will submit its community employment benefit assessments to the Province, together with its Progress Reports, on or before September 15th of each calendar year.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.7.1 Minor Changes to the Reporting. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) or Sub-schedule “D.1” (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

D.7.2 Amending the Agreement for Minor Changes to the Reporting. Any change made pursuant to section D.7.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more compliance audits of the Recipient. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**SUB-SCHEDULE “D.1”
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION**

Project ID	Project Title	Project Tier for Reporting Purposes	Greenhouse Gas Emissions Assessment	Community Employment Benefits Assessments	Climate Change Resilience Assessment	Eligibility of Own-Force Labour Costs	Competitive Acquisition Exemption
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
ICIP-LON-01	Intelligent Traffic Signals	Tier 2	Required	N/A	Required	N/A	N/A
ICIP-LON-02	Dundas Place Thames Valley Parkway Active Transportation Connection	Tier 1	N/A	N/A	N/A	N/A	N/A
ICIP-LON-03	East London Link	Tier 3	Required	Required	Required	Pending and subject to Canada’s written consent	N/A
ICIP-LON-04	Downtown Loop	Tier 3	Required	Required	Required	Pending and subject to Canada’s written consent	N/A
ICIP-LON-05	Adelaide Street Underpass Active Transportation Connections	Tier 2	Required	Required	Required	N/A	N/A
ICIP-LON-06	Wellington Gateway Project	Tier 3	Required	Required	Required	Pending and subject to Canada’s written consent	N/A

ICIP-LON-07	Dundas Street Old East Village Streetscape Improvements	Tier 1	N/A	N/A	N/A	N/A	N/A
ICIP-LON-08	London Oxford Street Wharncliffe Road Intersection Improvements	Tier 1	N/A	N/A	N/A	N/A	N/A
ICIP-LON-09	Expansion Buses	Tier 1	Required	N/A	N/A	N/A	N/A
ICIP-LON-10	Bus Stop Amenities	Tier 1	N/A	N/A	N/A	N/A	N/A

Note: Please see Schedule “D” (Reports) for further details on reporting.

**SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred and paid by the Recipient in respect of any Project. Eligible Expenditures only include the following costs:

- (a) incurred on or after the Federal Approval Date and paid on or before October 31, 2027:
 - (i) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs; and
 - (ii) the costs related to monitoring project-level community employment benefits.
- (b) the costs related to the completion of the climate lens assessments, incurred at any time and paid on or before October 31, 2027;
- (c) the costs associated with Aboriginal consultation and, where appropriate, accommodation measures, incurred on or after February 15, 2018 and paid on or before October 31, 2027;
- (d) if the Project is identified as “Approved” in column G (Eligibility of Own-Force Labour Costs) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the incremental own-force labour costs for which Canada has provided its prior written consent and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027;
- (e) if the Project is identified as “Approved” in column H (Competitive Acquisition Exemption) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the costs for which Canada has provided its prior written consent and are associated with sole-source contracts, and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027; and
- (f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.1.1 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to the Federal Approval Date of a Project, except for the costs specified in paragraph E.1.1 (b) and paragraph E.1.1 (c);
- (b) costs incurred or paid, or both after October 31, 2027, unless otherwise approved pursuant to paragraph E.1.1(f);
- (c) costs incurred for a cancelled Project;
- (d) land acquisition costs;
- (e) leasing costs for land, buildings, and other facilities;
- (f) leasing costs for equipment other than equipment directly related to the construction of a Project;
- (g) real estate fees and related costs;
- (h) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically, any costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff, except in accordance with paragraph E.1.1(d);
- (i) financing charges;
- (j) legal fees;
- (k) loan interest payments;
- (l) costs of any goods and services received through donations or in-kind;
- (m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;
- (n) costs associated with operating expenses and regularly scheduled

maintenance work, with the exception of essential capital equipment purchased at the onset of the construction/acquisition of the main Asset and approved by Canada;

- (o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;
- (p) costs related to easements (e.g., surveys); and
- (q) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

E.2.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;
- (b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;
- (d) costs associated with general planning studies, including the Recipient's *Official Plan* and *Transportation Master Plan*;
- (e) carrying costs incurred on the funding share of any funding partner other than the Province;
- (f) costs associated with municipal staff and any Third Party travel;
- (g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and
- (h) Recipient's upgrades not expressly approved by the Province.

E.2.3 Costs Over and Above a Project Scope. Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

- (a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;

- (b) the costs for upgrades to materials and design beyond existing municipal standards; and
- (c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

SCHEDULE “F” EVALUATION

F.1.0 PROJECTS AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of any Project, the Projects or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Projects and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Projects and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material will be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution under Schedule “A” (General Terms and Conditions) or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ Notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually consented to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at <https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.

G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of any Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of any Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at any Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected and unless the Province otherwise consents in writing, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 180 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 Responsibility of Recipient. The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 Facilitation of Communications. The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”
DISPOSAL OF ASSETS**

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period set out in the 1st column of the table in section H.2.2 (Disposal of Asset and Payment).

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless the Province consents otherwise, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project in accordance with the table below:

ASSET DISPOSAL PERIOD*	TYPE OF ASSET	RETURN OF FEDERAL CONTRIBUTION	RETURN OF PROVINCIAL CONTRIBUTION
5 years	All Assets	100%	100%
12 years	Transit vehicles including, without limitation, 9 metre to 18 metre buses and double deck buses, regardless of propulsion system	0%	100%
25 years	Subway cars, light rail vehicles, and large infrastructure assets (e.g. a maintenance and storage facility)	0%	100%

* **Note:** The Asset Disposal Period starts on the Substantial Completion Date of the Project in respect of which the Asset was acquired.

**SCHEDULE “I”
ABORIGINAL CONSULTATION PROTOCOL**

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of any Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province on a date and frequency as set out below and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form using the form provided in Sub-schedule “J.1” (Form of Certificate from Recipient), fully and accurately completed by an authorized representative of the Recipient. For greater clarity, the Recipient may make one request per Project for each calendar year quarter before the following dates:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;

- (b) for each request for payment for a non-exempt vehicle, a declaration form, pursuant to the Canadian Content Policy;
- (c) for each request for payment, except for the Final Payment:
 - (i) a Progress Report acceptable to the Province, for the period to which the request for payment relates; and
 - (ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress;
- (d) for each request for Final Payment, a final Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both; and
- (f) such other information as the Province may request.

J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c);
- (b) the special conditions listed in Article A.32.0 (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and

- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment on or before November 1, 2027.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after November 1, 2027.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of any Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

**SUB-SCHEDULE “J.1”
FORM OF CERTIFICATE FROM RECIPIENT**

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information, and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and
 - (d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.
 3. Eligible Expenditures in Appendix “A” have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule “C.1” (Project Description, Budget, and Timelines) of the Agreement.
 4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

\$ _____ on account of the Province’s; and

\$ _____ on account of Canada’s contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

 Name: **[insert/print the name of the Recipient’s authorized representative]**

Title: **[insert/print the title of the Recipient’s authorized representative]**

 Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**CERTIFICATE FROM RECIPIENT
 INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
 PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

APPENDIX “A”

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE <i>(please respond with “YES”, “NO”, or “N/A”, as appropriate)</i>	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada.	
If your Project has been identified by Canada or the Province as having a legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, please indicate if the requirements under Article A.29.0 (Aboriginal Consultation) have been met for the Project.	
If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	

Record of Invoices											
Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.1	Amount Paid (\$)				
	From (DD/MM/YY)	To (DD/MM/YY)					Invoice Subtotal without HST	Ineligible Expenditures	Invoice Total HST	Recoverable HST	*Eligible Cost (Net of HST)
TOTAL											

Recommended for payment request:

Date

[insert/print the name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Recommended for payment:

Date

[insert/print the name of the Director]
 Director, Ministry of Transportation

**SUB-SCHEDULE “J.2”
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION**

**DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;
 - (d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;
 - (e) the work for the Project **[insert the Project unique ID and title]**:
 - (i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “Project Substantial Completion Date”);
 - (ii) was carried out between _____ **[insert the start date]** and the Project Substantial Completion Date;
 - (iii) was supervised and inspected by qualified staff;
 - (iv) conforms with the plans, specifications, and other documentation for the work;
 - (v) conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;
 - (vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards; and
 - (vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.
 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
 4. The value of completed work on the Project is \$ _____ **[insert the amount in Canadian dollars]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**

Title: **[insert/print the title of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**SUB-SCHEDULE “J.3”
FORM OF CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION**

[Note: This form is only for Tiers 2, 3 and 4 Projects and must be completed by an independent engineer for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project [insert the Project unique ID and title]:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Project Substantial Completion Date**”);
2. was carried out between [insert the start date] and the Project Substantial Completion Date;
3. was supervised and inspected by qualified staff;

4. conforms with the plans, specifications, and other documentation for the work;
5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;
6. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and
7. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

SUB-SCHEDULE “J.4”

FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS

[Note: This form is only for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of an independent professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], an independent professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project is _____ [Insert Project percent complete] percent complete, and the Project:

1. was supervised and inspected by qualified staff;
2. conforms with the plans, specifications and other documentation for the work;
3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
4. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

5. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.30.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

Bill No. 135
2021

By-law No. A.-_____ - _____

A by-law to approve and authorize the Subway Construction Agreement between Canadian Pacific Railway Company and The Corporation of the City of London (the "Road Authority") for the construction of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario to be installed by the Adelaide Underpass Project.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "Road Authority") to enter into a Subway Construction Agreement (the "Agreement") with Canadian Pacific Railway Company ("CP") for the construction of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario within Adelaide Street.

AND WHEREAS it is deemed appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

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

1. The Agreement attached as Schedule "1" to this by-law, being a Subway Construction Agreement between Canadian Pacific Railway Company ("CP") and The Corporation of the City of London (the "Road Authority") for the construction of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario within Adelaide Street is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - April 13, 2021
Second Reading - April 13, 2021
Third Reading - April 13, 2021

Schedule “1” – Subway Construction Agreement

CANADIAN PACIFIC RAILWAY COMPANY

- AND -

THE CORPORATION OF THE CITY OF LONDON

SUBWAY CONSTRUCTION AGREEMENT

In respect of the Adelaide Street Subway located at approximately
Mile Post 113.73 of CP's Galt Subdivision in the City of London, Ontario

Dated: _____, **2021**

SUBWAY CONSTRUCTION AGREEMENT

This Agreement is dated: _____, 2021.

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY, a company incorporated under the laws of Canada and having its head office in the City of Calgary, Alberta ("**CP**")

- and -

THE CORPORATION OF THE CITY OF LONDON (the "**Road Authority**")

RECITALS

- A. CP is a federally regulated railway and its Railway Operations, rights-of-way and facilities are subject to the jurisdiction, decisions and orders of the Agency and Transport Canada, and subject to federal legislation, including the *Canada Transportation Act* and the Act.
- B. In order to facilitate road development, the Road Authority wishes to construct the Subway across and over a portion of the Railway Lands at Mile 113.73 of the Galt Subdivision for the purpose of carrying vehicular, bicycle and/or pedestrian traffic.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants herein contained and good and valuable consideration paid by each Party to the other, the receipt and sufficiency of which are hereby respectively acknowledged, the Parties agree as follows.

ARTICLE 1 - DEFINITIONS AND SCHEDULES

- 1.1 **Definitions.** In this Agreement the following words and phrases shall have the meanings set out below.
- (a) "**Access Protocols**" has the meaning ascribed in Schedule "D".
 - (b) "**Act**" means the *Railway Safety Act* (Canada), as amended and replaced from time to time or any statute or statutes passed in substitution therefor, together with all regulations made from time to time under the Act.
 - (c) "**Affiliate**" has the meaning ascribed in the *Canada Business Corporations Act*, as amended and replaced from time to time or in any statute or statutes passed in substitution therefor.
 - (d) "**Agency**" means the Canadian Transportation Agency and any successor or successors of the Agency.
 - (e) "**Agreement**" means this agreement, the recitals and the schedules hereto.
 - (f) "**Applicable Laws**" means all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws and regulations and all orders, directives and decisions rendered by, and policies, standards, guidelines and similar guidance of, any Governmental Authority, ministry, department or administrative or regulatory agency or court having jurisdiction over the Parties, the Work, or the Project, and includes Environmental Laws and Safety Laws.
 - (g) "**Business Days**" means any day other than Saturdays, Sundays and statutory holidays in the Province of Ontario.

- (h) "**CTA Guide**" means the *Guide to Railway Charges for Crossing Maintenance and Construction* published by the Agency, as amended from time to time.
- (i) "**Construction Schedule**" has the meaning ascribed in Section 4.1(b).
- (j) "**Contractor**" means the contractor(s) engaged by the Road Authority to construct and complete the Road Authority Work and the Project.
- (k) "**CP Indemnified Group**" means, collectively, CP, its Affiliates, officers, directors, employees, and agents.
- (l) "**CP Safety Requirements**" means the *Minimum Requirements for Contractors Working on CP Property in Canada*, as references in Schedule "D".
- (m) "**CP Work**" means the work and undertakings of CP set out in Schedule "C".
- (n) "**Emergency Situation**" means a situation arising that causes or may cause an immediate and serious threat or danger to, *inter alia*:
 - (i) the environment or human health;
 - (ii) the property of CP, including, without limitation, the Railway Lands;
 - (iii) the safety of the public or the CP Indemnified Group; or
 - (iv) Railway Operations,
 in each case as determined by CP in its sole and unfettered discretion.
- (o) "**Environmental Laws**" means all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws and regulations and all orders, directives and decisions rendered by, and policies, standards, guidelines and similar guidance of, any Governmental Authority, ministry, department or administrative or regulatory agency or court (which, for certainty, in each case shall be deemed to have the force of law), including any obligations or requirements arising at law, relating to the protection of the environment, human and other animal health and safety or the release, manufacture, processing, distribution, use, treatment, storage, presence, disposal, packaging, labelling, recycling, transport, handling, containment, clean-up or other remediation or corrective action of or in respect of any Hazardous Substances.
- (p) "**Environmental Management Plan**" means an environmental management plan to be developed, implemented and maintained by the Road Authority to ensure:
 - (i) compliance with Environmental Laws; and
 - (ii) adverse environmental impacts due to the Project are avoided,
 as further described in Schedule "E".
- (q) "**Governmental Authority**" means any government, parliament, legislature, or any governmental, quasi-governmental or regulatory authority, agency, commission, department or board, ministry, department or administrative or regulatory agency or court (which, for certainty, in each case shall be deemed to have the force of law), any political subdivision thereof, or any court or any other law (including any obligations or requirements arising at law), regulation or rule-making entity, having jurisdiction in the relevant circumstances, or any person acting under the authority of any of the foregoing (including any court or any arbitrator with

the authority to bind the Parties at law) or any other authority charged with the administration or enforcement of legal requirements.

- (r) "**Hazardous Substances**" means any substance, class of substance or mixture of substances, or such quantity of an otherwise non-hazardous substance or substances, which are or may be detrimental to the environment or human health including, without limitation:
 - (i) radioactive, explosive, poisonous, corrosive, flammable or toxic substances or materials;
 - (ii) any substance that if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
 - (iii) any solid, liquid, gas or odour or combination of any of them that, if released, creates or contributes to a condition that:
 - (A) endangers the health, safety or welfare of persons;
 - (B) interferes with the normal enjoyment of life or property; or
 - (C) causes damage to plant life, animal life or to property;
 - (iv) toxic substances, which shall include, without limitation, asbestos, polychlorinated biphenyls, all chemicals and substances known or suspected to cause cancer or reproductive toxicity;
 - (v) any substance, chemical or material, declared to be hazardous or toxic under any Applicable Laws or ordinance enacted or promulgated by any legislative, Governmental Authority having jurisdiction over the Parties; and
 - (vi) any medical waste or hazardous biological material.
- (s) "**Interference**" means to endanger, hinder or interfere with or materially affect Railway Operations.
- (t) "**Loss**" or "**Losses**" means any and all injuries, claims, suits, demands, awards, actions, proceedings, losses, costs, damages, expenses, charges (including all penalties, loss of profit, loss of income or consequential damages or losses with respect to Rolling Stock, Railway Operations or otherwise) by whomsoever made, brought or prosecuted which a Party suffers, sustains, pays or incurs and includes reasonable costs of legal counsel (on a solicitor-client basis) and other professional advisors and consultants incurred in connection therewith.
- (u) "**Mile**" means a CP rail mile on the Subdivision.
- (v) "**Minister**" has the meaning ascribed in the Act.
- (w) "**Notice**" has the meaning ascribed in Section 3.1(a).
- (x) "**Subway**" means the grade separated subway and multi-lane roadway known as the Adelaide Street underpass, including but not limited to the roadway, the bridge substructure, superstructure, ramps, approaches, permanent or temporary support structures, retaining walls, piers, signs, lights, drains, ditches, water conveyances and other associated works and improvements passing on, over, under or adjacent to the Railway Lands as detailed in the Project Plans.
- (y) "**Subway Completion**" has the meaning ascribed in Section 8.1.

- (z) "**Parties**" means CP and the Road Authority and "**Party**" means either CP or the Road Authority.
- (aa) "**Personnel**" means the employees and agents of the Road Authority and all individual persons engaged or retained by the Road Authority, whether directly or indirectly, in connection with the Project, including the Contractor and its contractors.
- (bb) "**Project**" means all works and undertakings related to the Subway to be carried out by the Parties, including the reconstruction and expansion of the existing subway currently carrying vehicular and pedestrian traffic under CP's right of way at approximately Mile Post 113.73 of the Galt Subdivision.
- (cc) "**Project Plans**" has the meaning ascribed in Section 4.1.
- (dd) "**Project Site**" means that portion of the Railway Lands upon which the Work is to be located.
- (ee) "**Proponent**" has the meaning ascribed in the Act.
- (ff) "**Railway Lands**" means that portion of the Galt Subdivision located approximately at CP Mile Post 113.73.
- (gg) "**Railway Operations**" means the operations, business and undertaking of CP, including, without limitation:
 - (i) the use, repair, maintenance, storage, transportation, movement, pick-up and delivery of Rolling Stock;
 - (ii) transporting, *inter alia*, freight, commodities and goods;
 - (iii) transloading, *inter alia*, freight, commodities and goods;
 - (iv) the use, operation, repair, maintenance and undertaking of Utility Works and Third Party Fibre Systems;
 - (v) the installation, alteration, relocation, maintenance and removal of, *inter alia*, railway tracks, signals and communications equipment thereon, trackage, switches, signals, electric service lines, fibre optic and communications systems (including, without limitation, conduits, cables, fibres, towers, associated equipment, appurtenances and facilities), radio and radio repeater stations and all other appurtenances, equipment, improvements and facilities now or hereafter erected or placed on, over or under the Railway Lands for the purpose of such operations; and
 - (vi) any access to CP's lands or infrastructure (including tracks) granted to a Third Party.
- (hh) "**Railway Work**" has the meaning ascribed in the Act.
- (ii) "**Road Authority Work**" means the work and undertakings of the Road Authority set out in Schedule "B".
- (jj) "**Rolling Stock**" includes, *inter alia*, trains, locomotives, railcars, boxcars, gondolas, railway machinery, vehicles, equipment of every nature, and the contents of same.
- (kk) "**Safety and Security Protocols**" has the meaning ascribed in Schedule "D".
- (ll) "**Safety and Emergency Response Plan**" means the safety and emergency response plan to be implemented and maintained by the Road Authority to ensure compliance with Safety Laws and Schedule "D".

- (mm) **"Safety Laws"** means:
- (i) all Applicable Laws related to the safety of Railway Operations;
 - (ii) the regulations, orders, specifications, and directives of Transport Canada, the Agency and any other authority having jurisdiction in respect of Railway Operations or Railway Lands; and
all Applicable Laws related to the Railway Lands in force with respect to health or occupational health and safety.
- (nn) **"Subdivision"** means those certain railway right-of-way parcels of land owned by CP located at or near the City of London, Ontario, and all improvements, railway lines and structures situated therein or thereon.
- (oo) **"Third Party Fibre Systems"** means fibre optic and communications systems owned and operated by a Third Party (including conduits, cables, fibres, towers, associated equipment and facilities).
- (pp) **"Third Parties"** means a person, corporation or other entity other than CP or the Road Authority.
- (qq) **"Utility Crossing"** means any Utility Works crossing under, on or above the Railway Lands installed or erected in accordance with Section 101 of the *Canada Transportation Act* that are required to be installed or relocated (whether in whole or in part) as part of the Project, whether temporarily or permanently.
- (rr) **"Utility Works"** means oil, gas and water pipelines, power lines, telephone lines, railway facilities, drains, sewers, pipes, fibre optic, signal and communications systems (including conduits, cables, fibres, towers, associated equipment and facilities), Third Party Fibre Systems and related structures.
- (ss) **"Work"** means collectively, the CP Work and the Road Authority Work.

1.2 Schedules. The following schedules are attached to and form part of this Agreement:

- Schedule "A" - Preliminary Scope of Project;
- Schedule "B" - Road Authority Work;
- Schedule "C" - CP Work;
- Schedule "D" - Access Protocols and Safety and Security Protocols; and
- Schedule "E" - Environmental Requirements.

ARTICLE 2 - SAFE RAILWAY OPERATIONS

2.1 Railway Operations. The Parties acknowledge that pursuant to the Act, the safety of the public, the Parties, their respective employees, Personnel and Railway Operations are and must be paramount at all times during the term of this Agreement and the Project. The Parties further acknowledge that because CP must maintain train movements and freight traffic volumes through the Project Site, continuous, uninterrupted and unhindered Railway Operations are required for CP to meet its service requirements as set out in the *Canada Transportation Act* and its service obligations to its customers. Therefore, the Parties shall carry out all of their respective activities and undertakings contemplated in this Agreement in such a manner as to ensure safe, continuous, uninterrupted and unhindered Railway Operations.

ARTICLE 3 - REGULATORY REQUIREMENTS AND APPROVALS

3.1 Regulatory Requirements. In respect of the Project, the Road Authority will be responsible for all obligations of a Proponent, including:

- (a) preparing and serving all notices of proposed Railway Works as required under the Act ("**Notice**");
- (b) responding to any objection received in respect of a Notice; and
- (c) if an objection to a Notice remains outstanding, obtaining approval of Transport Canada or the Minister for such Railway Works that may be required under the Act.

3.2 Additional Approvals. The Road Authority shall forthwith obtain at its sole cost all approvals, permits and authorizations required in respect of the Project, including approvals from owners of Third Party Fibre Systems to protect or relocate such Third Party Fibre Systems.

3.3 Conditions. The Road Authority shall, at its sole cost, satisfy all on-going monitoring or other conditions set out in all approvals, permits and authorizations.

ARTICLE 4 - COMMENCEMENT OF THE PROJECT

4.1 Project Plans. Prior to commencement of the Project, the Road Authority shall provide the following to CP (collectively, the "**Project Plans**"):

- (a) a detailed scope of work confirming all necessary activities to be undertaken in respect of the Work;
- (b) a construction schedule for the Project (the "**Construction Schedule**");
- (c) detailed engineering drawings, designs and specifications for the Project to be stamped by a professional engineer, as required by CP, including:
 - (i) alignment, profile, general arrangement and structural plans for the Subway (including drainage flows);
 - (ii) Utility Crossing encasement plans; and
 - (iii) detailed plans regarding Utility Works that require protection or relocation (whether in whole or in part), with the objective to minimize interference with any Utility Works on Railway Lands;
- (d) detailed drainage and grading design plans of the proposed Subway and completed facilities to be constructed by the Road Authority, confirming that drainage will be directed to a location off the Railway Lands;
- (e) its Safety and Emergency Response Plan and Environmental Management Plan, including provisions for protective structures (including without limitation fencing or netting) to preclude construction materials, waste or debris from falling onto, or accumulating within, the Railway Lands, and/or causing any Interference or Emergency Situation;
- (f) proposed measures to avoid incidents or any damage to the Railway Lands, including a track settlement monitoring plan;
- (g) a list of the construction equipment and machinery to be used for the Project;
- (h) proposed access location(s) to and from the Project Site and safety and security measures for the proposed access location(s) to preclude access to the Project Site by any non-Personnel;
- (i) a general description of proposed arrangements for the exchange of information and reports including, without limitation, the holding of informational meetings and anticipated timeframes for the delivery of information and written reports; and

- (j) any other information or documentation reasonably required by CP to complete the Project.

4.2 Further Information and Documentation. Notwithstanding Section 4.1, CP may require the Road Authority to provide such further information and documentation that CP deems necessary to evaluate compliance and proceed with the Project.

4.3 Commencement of Construction. Work on the Project shall not commence on the Railway Lands until the Road Authority has received confirmation from CP that:

- (a) CP has reviewed the Project Plans, such confirmation to be provided to the Road Authority on the later of:
 - (i) sixty (60) calendar days from receiving the last of the Project Plans, or reasonable parts thereof, and any amendments required by CP pursuant to Section 4.2; and
 - (ii) such additional time as reasonably required by CP engineering personnel;
- (b) all approvals referred to in Article 3 have been obtained; and
- (c) the Road Authority is in compliance with the provisions of Schedule "D".

4.4 Approval of Project Plans. The Parties agree that the approvals, permits and authorizations required under this Agreement are necessary for the purpose of the Construction Schedule. Neither Party, nor its respective directors, officers, employees or agents, shall be liable for the safety, adequacy, soundness or sufficiency of anything approved herein by reason of the giving of any such approvals, permits and authorizations to the other Party nor shall the giving of such approvals, permits and authorizations by a Party constitute a waiver or release from any duty or liability owed to the other Party.

ARTICLE 5 - ROAD AUTHORITY WORK

5.1 Road Authority Work. The Road Authority shall:

- (a) at its sole cost, in good and workmanlike manner, in accordance with the Project Plans, carry out or cause the Contractor to carry out the Road Authority Work and all necessary or desirable work, other than the CP Work, as may be required to complete the Project; and
- (b) comply with the provisions of this Agreement.

5.2 Changes to Road Authority Work.

- (a) CP will provide the Road Authority with prior written notice of any proposed changes to the Road Authority Work and the Project Plans (including any other construction specifications), such changes, if any, being to ensure that the Project is carried out and completed:
 - (i) in accordance with all Applicable Laws and all applicable standards, conditions and requirements of Governmental Authorities;
 - (ii) in accordance with CP labour agreements;
 - (iii) in accordance with CP standard engineering and operating requirements; and
 - (iv) in a manner that ensures safe, continuous, uninterrupted and unhindered Railway Operations.
- (b) The Road Authority will review any proposed changes to the Road Authority Work and the Project Plans (including any other construction specifications)

and respond to same in writing within fifteen (15) days of receipt of same from CP.

- (c) Notwithstanding the foregoing, CP may make changes to the Road Authority Work and the Project Plans without providing prior written notice to the Road Authority if such changes are required to respond to or prevent any Emergency Situation or Interference.
- (d) If any Road Authority Work is re-allocated to be part of the CP Work pursuant to Section 5.2, CP shall use commercially reasonable efforts to ensure that the cost for such re-allocated Work remains substantially the same as the Road Authority's cost for such Work.

5.3 Cost and Quality of the Road Authority Work.

- (a) Except as stated in 5.3(b), all of the Road Authority Work (including for certainty the design and construction of the Subway), including that which arises from changes made by CP under Section 5.2, shall be carried out at the sole cost and expense of the Road Authority. For certainty, CP shall not be responsible for nor apportioned any costs whatsoever with respect to the design and construction of the Subway or the Construction Project. Maintenance of the Overhead Bridge following construction shall be in accordance with a separate Crossing and Maintenance Agreement which the parties shall enter into.
- (b) CP shall contribute a fixed amount of \$8.75 million (CAD). The payment schedule shall be agreed mutually by both parties. Upon the Road Authority's receipt of the \$8.75 million (CAD) contribution from CP, the Road Authority shall release CP from any further financial contributions toward the Construction Project.
- (c) Maintenance of the Subway following construction shall be in accordance with a separate Crossing and Maintenance Agreement which the parties shall enter into.
- (d) All Road Authority Work, including all construction methods, and the quality and quantity of materials, shall be completed in accordance with: (i) all Applicable Laws; (ii) all applicable standards and specifications of Governmental Authorities; (iii) the standards and specifications of CP with respect to railway work, rail/road interface or subways; and (iv) the Project Plans. CP shall, as between the Parties, be the sole judge, acting reasonably, of the adequacy and quality of the Road Authority Work with respect to: (i) any Interference with Railway Operations or Emergency Situation; (ii) railway work; (iii) rail/road interface; and (iv) the suitability of and adherence with the Project Plans.

5.4 As Is Basis.

- (a) The Road Authority hereby accepts the Project Site as the location it has chosen for the Subway on the Railway Lands.
- (b) The Road Authority acknowledges that it has had the opportunity for inspection and testing of the Railway Lands and acknowledges that the Railway Lands have been used for Railway Operations and/or industrial purposes.
- (c) The Road Authority agrees and acknowledges that it shall be conclusively deemed to be satisfied with the condition of the Railway Lands in its existing condition and on an "as is" basis and hereby waives, against the CP Indemnified Group, all rights and recourses of any nature whatsoever in respect of any defects within the Railway Lands.
- (d) The Road Authority agrees and acknowledges that CP has made no agreement, representation or warranty of any kind as to the condition,

nature, composition or use (past, present or future) of the Railway Lands, accuracy or completeness of any materials or information provided by CP, the fitness or suitability of the Railway Lands for the Work, or the existing or potential environmental liabilities in relation to the Railway Lands.

5.5 Monitoring and Inspection by CP. For the purposes of allowing CP to monitor and inspect the Road Authority Work and the Project, the Road Authority shall:

- (a) from time to time, and at any time, permit CP full access to the:
 - (i) Project Site;
 - (ii) Road Authority documentation in respect of the Project; and
 - (iii) Personnel;
- (b) provide the written reports referred to in Section 4.1(i);
- (c) meet with CP at the Project Site to review the progress of and any issues relating to the Project, and for the purposes thereof shall arrange for reasonably acceptable meeting facilities at or near the Project Site; and
- (d) provide Project Site supervision as reasonably required by CP, such supervision to be provided at the sole cost and expense of the Road Authority.

5.6 Liens. The Road Authority shall keep the Railway Lands free from any and all liens and similar claims and encumbrances that arise due to the Road Authority Work. To the fullest extent permitted by Applicable Laws, the Road Authority waives all rights of such liens, claims and encumbrances. If the Road Authority fails to release and discharge any such lien, claim or encumbrance within five (5) Business Days of receiving notice thereof from CP, CP may, at its option discharge or release the lien, claim or encumbrance, or otherwise deal with the claimant thereunder, and the Road Authority shall pay CP any and all costs and expenses of CP in so doing, including reasonable legal fees and expenses (on a solicitor-client basis full indemnity basis) incurred by CP. The provisions of this Section 5.6 shall survive the expiration or termination of this Agreement.

ARTICLE 6 - CP WORK

6.1 CP Work. CP shall carry out or cause its contractors to carry out, at the sole cost and expense of the Road Authority, the CP Work and any other Work expressly agreed to in writing by CP or re-allocated by CP pursuant to Section 5.2. All such CP Work is to be carried out by CP or its contractors in accordance with the Construction Schedule. The CP Work shall be carried out in accordance with the requirements of all Governmental Authorities, to the engineering and operating requirements of CP and in a manner that ensures safe, continuous, uninterrupted and unhindered Railway Operations.

6.2 Changes to CP Work. Upon ten (10) days' prior written notice to the Road Authority, CP may make such changes to the CP Work as are necessary to complete the Project in accordance with this Agreement. CP will use commercially reasonable efforts to provide the Road Authority with a cost estimate for such changes to the CP Work concurrently with the notice for same. For certainty, any additional CP Work arising from any such changes shall remain at the sole cost and expense of the Road Authority. Notwithstanding the foregoing, CP may make changes to the CP Work without providing prior written notice to the Road Authority if such changes are required to respond to or prevent any Emergency Situation or Interference.

6.3 Quality of CP Work. CP shall, as between the Parties, be the sole judge of the adequacy and quality of the CP Work judged against CP standards for railway work carried out by or on behalf of CP, and in the event of any dispute with regard

thereto the decision of CP shall be final, subject to the dispute resolution procedure in Section 13.1.

6.4 Payment by the Road Authority for CP Work. CP shall periodically provide invoices to the Road Authority for the CP Work. Each such invoice shall constitute a requisition for payment, and the Road Authority shall pay the full amount reflected in each invoice forthwith upon receipt. CP shall prepare all invoices for the CP Work on the basis of rates and charges stipulated in the most recent CTA Guide. In the event the Agency shall discontinue publishing the CTA Guide, invoices to the Road Authority for the CP Work shall be prepared in accordance with such standard rates as set out in any alternate document that will succeed the CTA Guide. Until such alternate document is publicly available, the standard rates shall be those set out in the most recent published version of the CTA Guide indexed by the Consumer Price Index for the transportation sector published by Statistics Canada. The provisions of this Section 6.4 shall survive the expiration or termination of this Agreement.

6.5 Coordination. The Parties will use commercially reasonable efforts to coordinate the CP Work with the Road Authority Work. The Parties acknowledge that coordination of their respective personnel and contractors is an important component of the Construction Schedule and timing of the Work under this Agreement.

ARTICLE 7 - UTILITY AND CROSSINGS AGREEMENTS

7.1 Utility Crossings and Utility Works.

- (a) The Road Authority shall carry out all necessary Work as may be required to install, protect and/or re-locate (temporarily or permanently) any Utility Crossing identified in the Project Plans or as required to complete the Subway.
- (b) The Road Authority shall, at its sole cost and expense, locate, protect or re-locate any and all Utility Crossings owned by CP or any Third Parties.
- (c) The Road Authority shall not attach any Subway facilities or structures to Utility Works except with the express written consent of the owner thereof.
- (d) The Road Authority shall maintain a three (3) foot separation from all Utility Works except with the express written consent of CP and the owner of the Utility Works.
- (e) If any Work is to be carried out in the vicinity of Third Party Fibre Systems, the Road Authority shall ensure a fibre optic locate is undertaken to the satisfaction of CP and that a Third Party Fibre System representative is present during any such Work.
- (f) The provisions of this Section 7.1 shall survive the expiration or termination of this Agreement.

7.2 Crossing Agreements. In furtherance of Section 7.1, the Road Authority agrees and acknowledges that prior to commencing any Work on the Railway Lands, CP must have entered into all necessary Utility Crossing agreements with Third Parties, utilizing CP standard form agreements and all to the satisfaction of CP. The Road Authority shall assist CP in obtaining all necessary Utility Crossing agreements with Third Parties.

ARTICLE 8 - SUBWAY COMPLETION

8.1 Subway Completion. Subway completion ("**Subway Completion**") shall occur when:

- (a) construction of the Subway in accordance with the Project Plans has been completed;
- (b) the Road Authority has provided confirmation from the engineer of record that the Project has been completed in accordance with the Project Plans;
- (c) Railway Operations on the Galt Subdivision over the Subway are at the same track speed and capacity as before the commencement of the Project;
- (d) all Work has been completed; and
- (e) the Parties have performed joint inspections of the Project and the Subway that CP deems necessary and desirable and all Work has been completed to both Parties' satisfaction.

8.2 As Built Plans. The Road Authority shall provide CP with "as built" plans from the Contractor approved by the Road Authority showing the location of the Subway within five (5) days of approving same and in any event not later than one hundred eighty (180) days from Subway Completion.

ARTICLE 9 - WAIVER AND INDEMNITY

9.1 The Road Authority shall, and cause any Contractor to, be liable for and indemnify and hold harmless the CP Indemnified Group from and against any and all Losses suffered or incurred by the CP Indemnified Group that arise out of, result from, are based upon or are in any way connected with:

- (a) this Agreement;
- (b) the Project;
- (c) anything to be done or maintained by the Road Authority hereunder;
- (d) anything not done or not maintained by the Road Authority as required hereunder;
- (e) claims under workers' compensation legislation;
- (f) third party claim arising in connection with the Project;
- (g) acts or omissions by or attributable to the Road Authority or its Personnel; and
- (h) the breach of the timing or conditions of any track block or flagging;

9.2 The Road Authority shall make no claim or demand against the CP Indemnified Group, and shall cause any Contractor to make no claim or demand against the CP Indemnified Group, for any Losses (including death) or damage to property (including destruction) suffered or sustained by the Road Authority, Personnel or any other Person which arises out, results from, or is based upon or are in any way connected with:

- (a) this Agreement;
- (b) the Project;
- (c) anything to be done or maintained by the Road Authority hereunder;
- (d) anything not done or not maintained by the Road Authority as required hereunder;
- (e) claims by Personnel under workers' compensation legislation;
- (f) a claim based on the interest of a third party;

- (g) acts or omissions by or attributable to the Road Authority or its Personnel;
and
- (h) the breach of the timing or conditions of any track block or flagging;

and hereby waives as against and releases the CP Indemnified Group all such claims and demands.

- 9.3 The provisions of this Article 9 shall survive the expiration or termination of this Agreement.

ARTICLE 10 - INSURANCE

10.1 Insurance.

- (a) The Road Authority shall at its sole cost and expense, obtain and maintain (or cause to be obtained and maintained by the Contractor) during the term of this Agreement, and any extension hereof, with an insurer licensed under the *Insurance Act* (Ontario), the following policies of insurance:
 - (i) "*Wrap-Up*" *Commercial General Liability* insurance covering the Road Authority and its Personnel, including agents, contractors and sub-contractors who perform work at the Project Site and including architects and engineers with a limit of not less than **fifty million dollars (\$50,000,000)** for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof, business interruption and consequential damages arising out of the Project. This insurance policy shall by its wording or by endorsement include but not be limited to the following:
 - (A) the CP Indemnified Group as named insured;
 - (B) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (C) blanket contractual liability;
 - (D) broad form products and completed operations, not less than twenty-four (24) months completed operations coverage;
 - (E) shall not exclude operations on or in the vicinity of the railway right-of-way, if applicable;
 - (F) non-owned auto liability;
 - (G) employer's liability;
 - (H) broad form property damage;
 - (I) owner's and contractor's protective liability;
 - (J) employees as additional insured;
 - (K) coverage for damage to existing structures;
 - (L) property damage due to explosion, collapse and underground property damage; and
 - (M) sudden and accidental pollution liability.
 - (ii) "*All Risk*" *Builders Risk or Course of Construction* insurance covering all work and material for the full replacement value of the work and

material. Coverage shall be in the name of the Road Authority, any contractors, subcontractors, or agents, and CP. The policy shall contain a loss payable clause in favor of CP as their interests may appear. When the extent of the loss or damage is determined, the Road Authority shall proceed to restore the work to the satisfaction of CP. To the extent that any loss or damage occurs on or to the work before completion that is not covered by the Road Authority's policy, the Road Authority shall, without compensation from CP, bear such loss or damage and shall restore the work so damaged.

- (iii) *Automobile Liability* insurance covering bodily injury and property damage in an amount not less than **two million dollars (\$2,000,000)** per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Road Authority and used in regards to this Agreement. The Road Authority's contractors and their subcontractors shall independently maintain automobile liability insurance covering bodily injury and property damage in an amount not less than **two million dollars (\$2,000,000)** per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Contractor and/or its subcontractors and used in connection with the Project.
- (iv) *Contractor's Pollution Liability* insurance, including naming the CP Indemnified Group as an additional insured, with a limit of not less than **five million dollars (\$5,000,000)** for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Road Authority. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.
- (v) For operations not covered by the "Wrap-Up" Commercial General Liability Policy outlined in (i), the Road Authority shall obtain and maintain until completion of the Agreement, a *Commercial General Liability* policy with a limit of not less than **one hundred million dollars (\$100,000,000)** for any one loss or occurrence for personal injury, bodily injury, or damage to property, including loss of use thereof, business interruption, and consequential damages. This policy shall by its wording or by endorsement include but not be limited to the following:
 - (A) the CP Indemnified Group as an additional insured;
 - (B) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (C) blanket contractual liability,
 - (D) broad form products and completed operations;
 - (E) shall not exclude operations on or in the vicinity of the railway right of way;
 - (F) non-owned auto liability;
 - (G) sudden and accidental pollution liability; and

- (H) contingent employer's liability.
- (b) The Road Authority shall ensure that it and the Contractor comply with the *Workplace Safety and Insurance Act, 1997 (Ontario)*, as amended and replaced from time to time or any statute or statutes passed in substitution therefor, together with all regulations made from time to time under such act. Upon request, the Road Authority will provide CP with written confirmation from the Ontario Workplace Safety and Insurance Board that the Contractor is registered under and in compliance with the requirements of the *Workplace Safety and Insurance Act, 1997 (Ontario)*, as amended and replaced from time to time or any statute or statutes passed in substitution therefor, together with all regulations made from time to time under such act.
- (c) Concurrently with execution and delivery of this Agreement by the Road Authority, the Road Authority shall provide CP with a copy of detailed certificates of insurance evidencing the above insurance. Such certificates shall be sent by email to cprail@ebix.com. CP may at its option require the Road Authority to annually provide CP with a copy of updated certificates of insurance evidencing the renewal of the above insurance. CP shall have no obligation to examine such certificates or to advise the Road Authority in the event its insurance is not in compliance herewith. Acceptance of such certificates which are not compliant with the stipulated coverage shall in no way whatsoever imply that CP has waived the insurance requirements of the Road Authority.
- (d) The Road Authority agrees that the insurance coverage required to be obtained and maintained by it under the provisions of this Agreement shall not limit or restrict its liabilities under this Agreement.
- (e) The Road Authority agrees that the insurance coverage is primary and not excess of any other insurance that may be available.
- (f) The Road Authority agrees that unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence based policy and not a claims made policy. If any policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement.
- (g) The Road Authority shall provide CP with written notice and all reasonable particulars and documents related to any Losses, incidents, claims and potential claims concerning this Agreement as soon as practicable after the Loss, incident or claim has been discovered.
- (h) The insurance policies shall be endorsed to provide CP with not less than thirty (30) days' written notice in advance of cancellation, material change or amendments restricting coverage (with the exception of the automobile policies). Such notice shall be sent to:
- Canadian Pacific Railway Company
7550 Ogden Dale Road, SE
Calgary, AB T2C 4X9
Attention: Director of Risk Management
- (i) If at any time the Road Authority fails to obtain or maintain (or cause to be obtained or maintained as the case may be), any of the policies of insurance required pursuant to this Article 10, then upon written notice from CP, the Road Authority and the Contractor shall immediately stop all work on the Project until otherwise advised by CP.
- (j) CP reserves the right to maintain the insurance in good standing at the Road Authority expense and to require the Road Authority to obtain

additional insurance where, in CP's opinion, acting reasonably, the circumstances so warrant.

ARTICLE 11 - TERM AND TERMINATION

11.1 Term. Subject to the express rights of a Party to terminate this Agreement, this Agreement shall be effective as of the date first written above and continue in effect until the later of the following events:

- (a) Subway Completion; and
- (b) CP has received full and final payment of all amounts owing to it pursuant to this Agreement.

11.2 Termination by the Road Authority. The Parties agree that the Road Authority may terminate this Agreement, upon providing CP with sixty (60) days' prior written notice, if any approvals set out in Article 3 are not obtained to the satisfaction of the Road Authority, acting reasonably.

11.3 Termination by CP. The Parties agree that CP may terminate this Agreement, upon providing the Road Authority with sixty (60) days' prior written notice, if the Road Authority:

- (a) fails to construct the Work in accordance with the Project Plans and such failure may, in the sole discretion of CP, cause an Emergency Situation or Interference; or
- (b) fails to pay CP any amount due and owing under this Agreement; or
- (c) is in material breach of its obligations hereunder and such material breach has not been remedied to CP's reasonable satisfaction following the Road Authority's receipt of prior written notice pertaining thereto.

11.4 Termination.

- (a) Upon termination pursuant to this Article 11, whether or not any of the steps required for implementation thereof have been commenced or completed, CP shall have the right to recover from the Road Authority payment for:
 - (i) all the materials ordered and costs and expenses incurred pursuant to this Agreement to and including the date of termination;
 - (ii) any outstanding amounts payable by the Road Authority to CP under this Agreement;
 - (iii) the cost of such further work as may be necessary in the opinion of CP to return Railway Operations along the Galt Subdivision to not less than its capacity and standard of operating capability and safety as existed immediately prior to the commencement of the Work; and
 - (iv) any Losses CP may sustain as a result of termination of this Agreement.
- (b) The provisions of this Section 11.4 shall survive the expiration or termination of this Agreement.

ARTICLE 12 - NOTICES

12.1 Notices. Any notice or communications required to be given by either Party under this Agreement shall be given by courier or facsimile, or if mailed, by registered letter, prepaid to the Party at its respective addresses as follows:

- (a) If to CP:

Canadian Pacific Railway Company
7550 Ogden Dale Road, SE
Calgary, AB T2C 4X9
Attention: Manager Public Works – Ontario
Facsimile: (403) 319-3883

With a copy to:

Canadian Pacific Railway Company
7550 Ogden Dale Road, SE
Calgary, AB T2C 4X9
Attention: Cameron Greaves, Legal Counsel
Facsimile: (403) 319- 6770

- (b) If to the Road Authority:

The Corporation of the City of London
300 Dufferin Avenue
London, ON N6A 4L9
PO BOX 5035

Attention: Mr. Doug MacRae, P.Eng., MPA
Director, Roads & Transportation City of London
Phone: (519) 661 – 2489 ext. 4936.
Facsimile: (519) 661 - 4734

or such other address as may be furnished from time to time by either Party. Any notice, if delivered by courier or facsimile, shall be deemed to have been given or made on the date delivered or the date that a confirmation of receipt of the facsimile was recorded by the sender and if mailed correctly, shall be deemed to have been received on the third Business Day after mailing. In the event of actual or imminent disruption or postal service, any notice shall be delivered, by courier or facsimile.

ARTICLE 13 - DISPUTE RESOLUTION

13.1 Resolution of Disputes. Subject to, and without prejudice to the rights of termination set forth in Article 11, the Parties shall attempt, in good faith, to resolve or cure all disputes and claims with respect to the interpretation of this Agreement and the performance of their respective obligations hereunder before initiating any legal action or attempting to enforce any rights or remedies at law or in equity. If a Party believes that a breach of this Agreement by the other Party has occurred, then the Parties shall attempt to resolve such dispute in the following manner:

- (a) the Party who believes that a breach of this Agreement by the other Party has occurred shall provide notice and the Parties will attempt to resolve the dispute within thirty (30) days;
- (b) if the dispute remains unresolved, in whole or in part, after thirty (30) days, the issue(s) in dispute will be escalated to a CP vice president and the Deputy Minister of Transportation on behalf of the Road Authority, who will have thirty (30) days to attempt to resolve such remaining issue(s) in dispute; and
- (c) if the Parties are still unable to resolve the dispute after such thirty (30) day period pursuant to Section 13.1(b), then either Party may pursue all legal remedies available to it.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Relationship of Parties.** The Parties agree and acknowledge that they are not partners in any business or a joint-venture or a member of a joint or common enterprise.
- 14.2 Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and the Parties have not relied upon any statement, representation, agreement or warranty except such as are set out in this Agreement.
- 14.3 No Modification.** No amendment, modification, or supplement to this Agreement shall be valid or binding unless set out in writing and executed by Parties in the same manner as the execution of this Agreement.
- 14.4 Assignment and Subcontracting.** This Agreement may only be assigned by the Road Authority with the prior written consent of CP. CP agrees and acknowledges that the Road Authority will cause the Contractor to carry out certain of its obligations in this Agreement; provided that the Road Authority shall remain liable for and shall not be released or relieved of any of its obligations and liabilities in this Agreement.
- 14.5 Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 14.6 No Waiver.** Neither Party shall be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.
- 14.7 Applicable Law and Construction.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Time is of the essence of this Agreement. The captions of the Articles and Sections are included for convenience only and shall have no effect upon the construction or interpretation of this Agreement. References to dollar amounts are references to Canadian dollar amounts.
- 14.8 Construed Covenants and Severability.** All of the provisions of this Agreement are to be construed as covenants and as though the words importing such covenants and agreements were used in each separate Article hereof. Should any provision of this Agreement be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the Parties as though such provision had not been included.
- 14.9 Survival.** The obligations of the Parties herein that are expressly described to survive the termination, cancellation, completion or expiration of this Agreement shall survive.
- 14.10 No Option.** This Agreement becomes effective only upon execution and delivery hereof by the Parties.
- 14.11 Further Assurances.** The Parties covenant and agree that they shall execute and deliver all such further assurances and do or perform or cause to be done or performed all such acts and things as may be required to be performed to fully carry out the provisions and intent of this Agreement.
- 14.12 Subway Crossing and Maintenance Agreement.** Crossing rights and ongoing access and maintenance obligations in respect of the Subway shall be governed by a *Crossing and Maintenance Agreement*, which remains to be negotiated by the Parties.

14.13 Project-Specific Agreement. The Parties agree and acknowledge that this Agreement is specific to the Project and the terms hereof shall not be deemed or interpreted to be a precedent that binds the Parties in respect of future negotiations of railway grade separation, or subway, agreements.

14.14 Counterparts and Electronic Delivery. This Agreement may be executed in any number of counterparts and delivered via facsimile or email in PDF, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any Party delivering this Agreement via facsimile or email in PDF shall deliver an originally executed copy of this Agreement forthwith thereafter to the other Party.

IN WITNESS WHEREOF the Parties have caused their duly authorized officers to execute this Agreement as evidenced below as of the date first above written.

CANADIAN PACIFIC RAILWAY COMPANY

Per: _____
Name:
Title:

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name:
Title:

Per: _____
Name:
Tite:

SCHEDULE "B"

ROAD AUTHORITY WORK

The Road Authority Work shall consist of the following.

- 1.1 Supply and install all right-of-way access control fencing and access gate as required and shown on the final detailed plan.
- 1.2 Ordering, transporting and supplying all materials not supplied by CP for the Project.
- 1.3 Designing and constructing drainage ditches, supply and installation of drainage culverts and structures.
- 1.4 Designing and constructing all Utility Crossing encasements as per approved plans, including CP owned and Third Party Fibre Systems. The Road Authority shall be responsible for relocating any Utility Works that must be moved as a result of the Project, and any associated costs charged by Third Party owners of the Utility Works or incurred by CP.
- 1.5 Designing and constructing the Subway as per approved Project Plans.
- 1.6 Monitoring of any track settlement.
- 1.7 Re-vegetation of all disturbed areas as required.
- 1.8 Highway flagging protection for work in and around the Project Site area related to CP and the Road Authority's activities.
- 1.9 Preparation of all documents, reports and schedules, relating to the above, including monthly reports.
- 1.10 Attendance at meetings with CP related to safety, schedule preparation, construction issues, standards, changed conditions.
- 1.11 Attendance at regular progress update meetings as required.
- 1.12 Planning, coordinating, scheduling, monitoring, managing, supervising the Road Authority Work.
- 1.13 Providing appropriate staff resources to be available to CP for the purposes of providing advice, assistance, construction coordination and review.
- 1.14 Any collaborative effort required by the Road Authority, its contractors or consultant to progress the Road Authority Work.

SCHEDULE "C"

CP WORK

The CP Work shall consist of the following.

- 1.1 Track flagging protection and associated requirements as required to protect operations on CP property.
- 1.2 Providing supervision and labour for the CP Work.
- 1.3 Planning, coordinating, scheduling, monitoring, managing and supervising the CP Work.
- 1.4 Reviewing construction plans and documents.
- 1.5 Attendance at meetings with the Road Authority and its consultants and contractors related to schedule preparation, construction issues, standards, changed conditions and other matters.
- 1.6 Attendance at regular progress update meetings as required.
- 1.7 Reviewing progress reports to be provided by the Road Authority. CP will require a monthly progress report and updated schedule.
- 1.8 Periodic Project Site inspections to monitor construction quality.
- 1.9 Preparation of deficiency lists, reporting on same, and monitoring correction.
- 1.10 Final inspection and acceptance of all railway related infrastructure.

SCHEDULE "D"

ACCESS PROTOCOLS AND SAFETY AND SECURITY PROTOCOLS

1. **Access Requirements.** In order to ensure compliance with Safety Laws, the safety of all Personnel, CP employees and CP Operations, the Road Authority's access to the Railway Lands will be subject to the following conditions (collectively, the "**Access Protocols**").
 - (a) The Road Authority shall deliver notice to CP by contacting the designated CP representative not less than five (5) Business Days prior (or such longer period as CP may reasonably determine from time to time to ensure flagging protection and all safety measures can be scheduled) to the date upon which the Road Authority seeks to enter upon the Railway Lands, together with such other information as CP may reasonably require.
 - (b) No work of any nature shall be undertaken without scheduled flagging protection, unless otherwise agreed in writing by CP.
 - (c) The Road Authority shall contact the CP Operations Center in Calgary at 1.800.795.7851 (or such other contact number CP may publish from time to time) not less than five (5) Business Days prior to the proposed access date to determine the location of any Utility Works or structures under or on the Railway Lands.
 - (d) The Road Authority shall provide notice to and obtain consents from owners of Utility Works (including Third Party Fibre Systems) who may be affected by the Project, including those Third Parties who are required to give consents to protect or relocate such utilities
2. **Safety and Security Requirements.** In addition to the Access Protocols, the Parties agree that any Work carried out on the Railway Lands will be subject to the following safety and security conditions (collectively, the "**Safety and Security Protocols**").
 - (a) The Road Authority shall be solely responsible for ensuring the safety and health of all Personnel and for compliance with all Applicable Laws.
 - (b) The Road Authority agrees to ensure that all Personnel (including any contractors) wear photo identification badges at all times while on the Railway Lands to comply with CP security requirements.
 - (c) The Road Authority agrees to comply with and to ensure the Contractor complies with security regulatory directives and requirements as communicated by CP from time to time.
 - (d) The Road Authority shall be responsible for developing, implementing and maintaining its own Safety and Emergency Response Plan for the Project Site and all Personnel and for ensuring that all Personnel understand and comply with the practices and procedures set out in such plan. In addition to the minimum requirements stipulated in Subsection 2(c) of this Schedule, the Safety and Emergency Response Plan must include:
 - (i) reporting and response procedures in the event of an incident or accident;
 - (ii) emergency response service providers and contacts and their phone numbers; and
 - (iii) incident reporting phone numbers, including phone numbers for CP incident reporting and local CP personnel.
 - (e) The Road Authority and all Personnel shall adhere to the directions of any CP flag persons, inspectors and supervisory personnel (including engineering and technical support) as CP may require to supervise any

Work on the Railway Lands. Instructions may include orders with respect to security restrictions, safety requirements or emergency situations.

- (f) The Road Authority acknowledges that CP has limited resources available for flagging protection and that flagging protection is subject to the availability of qualified flagpersons who must be allocated by CP across its service area for ongoing Railway Operations and other concurrent construction and maintenance projects. As a result, a maximum of two (2) flag persons will be available for the Project, for a maximum of forty (40) hours per week per flag person (including travel time to the Project Site), Monday through Friday; CP will not grant any requests to provide flagpersons to work any additional days or overtime.
- (g) Notwithstanding CP consent to commence construction and provide access to the Railway Lands, if an Emergency Situation arises over, on or under the Railway Lands, or the presence of the Road Authority or their activities are causing an Interference, CP may direct that the Road Authority and its Personnel exit from the Railway Lands for such period of time as CP deems appropriate. Any Interference caused by the Road Authority must be remedied to complete satisfaction of CP prior to CP allowing the Road Authority and its Personnel to resume access onto the Railway Lands. CP shall not be responsible for any costs incurred by the Road Authority or any of their Personnel for any delays to the Project, Construction Schedule or construction costs due to an evacuation or shutdown pursuant to this Subsection 2(g).
- (h) Any machinery or equipment used for the Project must meet applicable safety regulations and requirements.
- (i) The Road Authority shall not store any fuel, oil or lubricants on the Railway Lands or permit any fuelling or servicing of any machinery or equipment on Railway Lands.
- (j) The Road Authority shall not cause, suffer or permit the use of the Project Site or Railway Lands by any person other than the Road Authority Personnel required to be on or about the Project Site for the purposes of completing the Project.
- (k) The Road Authority shall be solely responsible, at its own cost and expense, for the installation and maintenance of construction security fences and lockable gates, as directed by CP. The Road Authority shall keep gates locked, except when entering or exiting from the Railway Lands, to secure the site from entry by members of the public, trespassers and non-Personnel.
- (l) The Road Authority agrees to ensure that all Personnel adhere to CP safety requirements including the publication *Minimum Requirements for Contractors Working on CP Property in Canada*, and such other applicable safety stipulations and rules as communicated by CP from time to time, a copy of which is attached hereto as Appendix 1.

Appendix 1 to Schedule “D”

Minimum Requirements for Contractors Working on CP Property in Canada.



Minimum Safety Requirements for Contractors Working on CP Property in Canada



Approval Authority:	Corporate Risk	Effective Date:	January 20, 2020
Version:	4.0	Review Date:	January 20, 2023

Table of Contents

Table of Contents	2
Introduction.....	3
1 Application.....	3
2 Definitions and Interpretation.....	3
3 Contractor Compliance & Responsibilities	5
4 Site Safety Plan.....	6
5 Safety Training.....	7
6 Safety Orientation.....	7
7 Job Safety Briefing.....	7
8 Applicable Legislation.....	8
9 Security Access to CP Property.....	9
10 Personal Conduct.....	10
11 Personal Protection	12
12 Railroad Track Protection.....	14
13 WHMIS.....	17
14 Operation of Highway Vehicles.....	18
15 Tools, Equipment and Machinery	20
16 Emergency Response.....	22
17 Confined Space	23
18 Reportable Accidents, Incidents and Injuries.....	24
19 Reporting	25
20 Contractor & Contractor Personnel Acknowledgement.....	26
21 Attachment A - Emergency Information Sheet	28

Introduction

At Canadian Pacific (CP), safety is an integral part of the way we do business. We expect everyone working on Canadian Pacific's property to be unconditionally committed to safety. Safety must be given top priority and will take precedence over deadlines, production schedules, and all other considerations.

1 Application

1.1 Application

- 1.1.1 These Minimum Safety Requirements are applicable to all who work on CP property (except as noted in 1.13 and 1.14 below) including Contractors and other persons performing Work or otherwise providing services to Canadian Pacific on CP Property in Canada.
- 1.1.2 These Minimum Safety Requirements cannot be waived or altered, in whole or in part, without a prior Risk Assessment specific to the Work conducted and the Manager-In-Charge has provided written consent.
- 1.1.3 Notwithstanding the foregoing, these Minimum Safety Requirements do not apply to other railway companies who only operate trains on CP Property under various trackage or interchange agreements.
- 1.1.4 Further, notwithstanding the foregoing, these Minimum Safety Requirements

may not apply to Work or services provided in CP Property in Canada that are Office Premises, in which case, CP's Minimum Safety Requirements for Contractors Working In CP's Office Premises may apply.

2 Definitions and Interpretation

2.1 Definitions

2.1.1 In these Minimum Safety Requirements, the following capitalized terms shall have the ascribed meaning below:

- (a) **"Applicable Legislation"** means all applicable legislation, regulations, by-laws, codes, rules, standards, policies, procedures, promulgated by any federal, state, and municipal governmental body, including those of its agencies, having authority over CP and, or a Contractor in relation to the Work in the matter of health and safety of the person, property and, or the environment;
- (b) **"Canadian Pacific"** or **"CP"** means Canadian Pacific Railway Company Ltd., and its subsidiaries and affiliates, and includes each of their respective directors, officers, employees, agent, and representatives;
- (c) **"CP Personnel"** means CP's employees, agents, and representatives;
- (d) **"CP Property"** means any building, facility, yard, track, right of way or other property owned or controlled by CP;
- (e) **"Contractor"** means the company or person, and their respective employees and authorized agents, representative and subcontractors who are providing goods or services to CP; or on behalf of a third party working on CP property.
- (f) **"Contractor Personnel"** means the Contractor's employees, and authorized agents, representative and subcontractors;
- (g) **"Co-mingled Work"** means Work where Contractor Personnel works directly with or, in close proximity (time or space) to CP Personnel;
- (h) **"eTest"** an efficiency test. It is a planned procedure to evaluate compliance with rules, instructions and procedures, with or without the employee's knowledge.
- (i) **"Foul of Track"** means the placement of an individual or equipment within 4' feet of the outside rail of a railway track that could be struck by a moving train or on- track work equipment (e.g. Hi-rail equipment).
- (j) **"Hazardous Materials"** means any substance, which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) radioactive, explosive, poisonous, or toxic substances;
 - (ii) any substance that if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by man or by any animal, or plant;
 - (iii) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that endangers the health, safety, or welfare of persons, or the health of animal life, or causes damage to plant life or to property; and
 - (iv) substances declared to be hazardous, toxic or dangerous under any law or regulation now or hereafter enacted by any governmental authority having jurisdiction.
- (k) **"Manager-in-Charge"** means a CP manager as designated or otherwise identified by CP as being responsible for overseeing the Work to be performed, such Manager-in-Charge may include, but is not limited to

Local CP Management, Regional Superintendents, Division Engineers, and Project Managers.

- (l) **“Mobile Equipment”** means any motorized and self-propelled equipment, excluding Railway equipment and highway vehicles, but including, for example, forklifts, tractors, cranes, ATVs, mules, motorized scissor lifts, and similar equipment that are not designed to operate or move on railway tracks;
- (m) **“Office Premises”** means any building, facility, or portion thereof, or other premises, whether owned or controlled by CP, which is used solely for clerical or administrative purposes and which does not contain heavy equipment or machinery, as designated by CP from time to time;
- (n) **“Qualified and Authorized”** means a status attained by a person who has successfully completed any required training and demonstrated proficiency in the duties of a particular position or function and who has been given the right to act.
- (o) **“Railway equipment”** means trains, locomotives, railcars, track units, hi-rail vehicles and any other equipment designed to operate or move on railway tracks;
- (p) **“Site Safety Plan”** means a contractors’ documented plan which set out how Work is to be conducted in a safe manner, as required by Applicable Legislation see 3.16;
- (q) **“Third Party Project”** means any work being performed on CP property that CP is not managing (i.e, road authority, utility company, commuter agency, or other similar entity, are on CP property for their own purposes, and not a project sponsored or managed by CP.
- (r) **“Work”** means the provision of products and services and related activities;
- (s) **“Work Site”** means any CP Property where CP Personnel or Contractor Personnel are present, or permitted to be present, while engaged in any Work, including any railway equipment, Mobile Equipment and highway vehicles operated by or used to convey a person engaged in such Work. This applies also to work immediately adjacent to CP property, which can pose a risk to safe railway operations (i.e., blasting, excavation next to Right-of-Way (ROW), etc.).

2.2 Interpretation & Application

- 2.2.1 Where legislation is referred to in these Minimum Safety Requirements, it shall include all amendments and replacements thereto as promulgated from time to time.
- 2.2.2 Where standards, such as those of the Canadian Standards Association (CSA), is referred to in these Minimum Safety Requirements, they shall include all amendments and replacements thereof from time to time.
- 2.2.3 Where there is any ambiguity, inconsistencies, or omissions between or among any agreements with CP, expressed or implied; any Applicable Legislations; any applicable CP policies and practices; and any applicable industrial standards and practices, Contractor and Contractor Personnel shall adhere to that which is most stringent and current.

3 Contractor Compliance & Responsibilities

3.1 General Compliance

- 3.1.1 Contractor shall be fully and solely responsible for ensuring the safety and health of Contractor Personnel and for ensuring that its Work and other

activities do not compromise the health and safety of CP Personnel or any other party, the protection of the environment, the protection of CP's property and those of any other party, and do not interfere with the safety of CP's railway operations.

- 3.1.2 Contractor shall comply with and shall ensure all of Contractor Personnel are trained and qualified to safely perform the Work and that they comply with all Applicable Legislation pertaining to the protection against fire, safety, health, and environmental hazards, and with any license, permits, authorizations issued by the respective authority.
- 3.1.3 Contractor shall comply with and shall ensure all of Contractor Personnel comply with all terms and conditions of all agreements, expressed or implied, between Contractor and CP, and all applicable CP policies and practices.
- 3.1.4 Subject to the requirements of CP's Access Control Procedures, the contractor shall provide CP eRailsafe training for each employee engaged in work on CP property. Where there is no agreement between CP and the Contractor, the Contractor is responsible for meeting the additional requirements outlines within CP's Access Control Procedures.
- 3.1.5 Contractor shall provide Contractor Personnel, at its own expense, all safety equipment required to protect against injuries during the performance of the Work and shall ensure that Contractor Personnel are knowledgeable of and utilize safe practices in performing the Work.
- 3.1.6 The Contractor shall have a copy of the following documents at the Work Site at all times, and shall produce them as and when requested by CP:
 - (a) These Minimum Safety Requirements for Contractors Working on CP Property;
 - (b) Licenses, Certifications, permits, training records or other documents required by Applicable Legislation or these Minimum Safety Requirements;
 - (c) Contractor's Site Safety Plan;
 - (d) Contractor's Emergency Information Sheet (see Attachment A); and
 - (e) Any additional documents required by Contract or by agreement with Manager-in-Charge.
 - (f) Employee identification (eRailsafe badge – see 9.1.1).

3.2 Compliance Assurance

- 3.2.1 CP reserves the right to observe, inspect, test and audit Contractor and Contractor Personnel for compliance with all requirements herein, and to demand and receive all relevant records, documentation, and materials evidencing compliance, at any time, and from time-to-time.
- 3.2.2 Failure of the Contractor or Contractor Personnel to comply with any applicable provisions herein may be considered a material breach, and in addition to all other remedies available, CP may without prejudice:
 - (a) take over control of that Work or activity;
 - (b) order the Work to stop; and/or
 - (c) order Contractor Personnel to leave CP Property.
- 3.2.3 Upon the earlier of the completion of the Work, the expiration of the applicable agreement, or the request of a Manager-in-Charge, Contractor and Contractor Personnel shall return all identification, badges, access cards, and decals, issued or provided by CP to the Manager-in-Charge.

4 Site Safety Plan

4.1 General Requirements

- 4.1.1 Prior to starting any Work on CP Property, the Contractor must have a written Site Safety Plan that identifies:
- (a) All applicable legislation, rules, policies and work practices in relation to the Work being performed;
 - (b) Specific hazards that are associated with the Work being performed on CP property for CP, and Work being performed not for CP:

For example:

- (i) Construction, maintenance or inspections of buildings;
 - (ii) Working on or adjacent to railroad tracks;
 - (iii) Maintenance or inspection of railroad tracks, crossings or signal systems;
 - (iv) Maintenance, reconstruction or construction of railway crossings, crossing approaches, grade separations, passenger facilities, passenger platforms, utility crossings or any other work which may affect the safe movement of trains;
 - (v) Operating Railroad Equipment on CP tracks; or
 - (vi) When/where Contractor Personnel work directly with or in proximity (time or space) to CP Personnel; and
- (c) Methods of verifying compliance.
- 4.1.2 The Contractor will provide Manager-in-Charge with a copy of this Safety Management Plan on reasonable request.
- 4.1.3 The Contractor must be able to demonstrate an awareness of applicable legislation, rules, policies and work practices in relation to the work being performed.

5 Safety Training

5.1 Minimum Training & Qualifications

- 5.1.1 At its sole cost and expense, Contractor shall ensure that all Contractor Personnel be fully trained and qualified for the Work they will be performing. Contractors and Contractor Personnel shall meet, or exceed, all applicable legislation requirements relating to training and qualification.
- 5.1.2 Additionally, Contractor Personnel training and qualification shall meet or exceed all applicable industry standards.

5.2 Proof of Training & Qualification

- 5.2.1 Contractor Personnel shall at all times have proof of such training and qualifications and shall produce them as and when requested by the Manager-in-Charge.
- 5.2.2 CP reserves the right to inspect qualification certificates, licenses, training records and/or Work-history records for any Contractor Personnel, and, or to be provided with copies thereof, on reasonable request. In addition, CP reserves the right to perform eTests on contractor employees, and request discipline for non-conformance.

6 Safety Orientation

6.1 General Requirements

- 6.1.1 Prior to beginning Work, all Contractor Personnel shall participate in a CP authorized safety orientation, including on-site orientation presented by the Manager-in-charge or designate.
- 6.1.2 Any time the scope of Work, location, condition or supervision changes, Contractor Personnel may be required to attend additional safety orientation sessions.
- 6.1.3 After successful completion of such safety orientation, Contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CP property unescorted for the purposes of conducting work. Managers have the ability to enter the tracking code into CM (Compliance management). Third parties who hire subcontractors must ensure required compliance while on CP property. The eRailsafe identification card shall be worn or be made visible at all times, or produced upon request and cannot be transferred under any circumstances.

7 Job Safety Briefing

- 7.1.1 Contractor Personnel shall attend all Job Safety Briefings as and when conducted. Contractor Personnel shall be solely and fully responsible for understanding the content of the Job Safety Briefing, and at a minimum shall:
 - (a) have an understanding of the scope of Work to be performed and an appreciation of the nature of the location, environment, and conditions where such Work is to be performed;
 - (b) be aware of specific or unusual hazardous condition, existing or potential and the control measures required to protect against, control, mitigate, or where possible, avoid said hazard; and
 - (c) Have emergency response plan/evacuation procedures.
- 7.1.2 Where Contractor Personnel are working directly with or in proximity (time or space) to CP Personnel, job briefings must include both CP Personnel and Contractor Personnel, and any other affected third parties. The Job Safety Briefing shall identify nature and extent of the interaction between the Work being performed by Contractor Personnel, and those performed by CP Personnel or other third parties. Contractor Personnel shall inform CP Personnel, and any other third parties of known or potential unsafe conditions and hazards that may be created by, resulting from, or inherent in their Work and the corresponding preventative, mitigation, and/or control measures at all job safety briefings prior to commencing Work, or as soon as Contractor Personnel becomes aware of such conditions.
- 7.1.3 In all situations, all Contractor Personnel are expected to:
 - (a) continually identify hazards and assess risk of hazards and to continually and clearly communicate all hazards to the Manager-in-Charge and to all other parties that may be affected at job briefings, and at any other time as and when appropriate or necessary;
 - (b) take actions that are within their assigned responsibility to eliminate or control hazards and risks; and
 - (c) immediately notify their supervisor or the Manager-in-charge of hazards that pose unacceptable risk that they are unable to eliminate or control.
- 7.1.4. Where Contractor Personnel are unable to eliminate or control a hazard, Contractor Personnel shall take interim measures to protect people, property, equipment and the environment until the hazard can be properly assessed and appropriate corrective actions taken.

8 Application Legislation

8.1 General Requirements

- 8.1.1 Contractor and Contractor Personnel shall be solely responsible for identifying and complying with all Applicable Legislation. Contractors and Contractor Personnel providing Work to CP are likewise required to comply with all Applicable Provincial and Federal Legislations. At a minimum, Contractor and Contractor Personnel shall comply with the federal legislations set out below which list is intended solely for general guidance, and not as a comprehensive list of all applicable legislation.
- 8.1.2 Additionally, the Railway Association of Canada (RAC) is an industry association which can provide support and guidance on matters related to railway safety and the transportation of dangerous goods.

8.2 Transportation of Dangerous Goods

- 8.2.1 When Work involves the handling or transportation of dangerous goods, that Work must comply with the federal *Transportation of Dangerous Goods Act*, (TDG). Contractor shall be solely responsible for ensuring that all Contractor Personnel who handles, offers for transport and/or transports dangerous goods by any transportation mode be trained and holds a valid training certificate or is working under the direct supervision of someone who is trained and holds a valid training certificate. The training must be based on the Work that the person is expected to perform and the DG that the person is expected to handle, offer for transport or transport.
- 8.2.2 Contractors shall be solely responsible for ensuring that Contractor Personnel who handles, offers for transport and/or transports dangerous goods by any transportation mode are trained and hold a valid training certificate or is working under the direct supervision of someone who is trained and holds a valid training certificate. That training must be based on the Work that the person is expected to perform and the dangerous goods that the person is expected to handle, offer for transport or transport.
- 8.2.3 Transport Canada enables the Transportation of Dangerous Goods Act to publish Transportation of Dangerous Goods Regulation. The TDG Regulations divide dangerous goods into 9 classes according to the type of hazard they present

8.3 Canada Labour Code

- 8.3.1 Where Work is being performed that may create a risk to the health and safety of CP Personnel, Contractor Personnel must comply with Part II of the Canada Labour Code.
- 8.3.2 Additionally, Contractor and Contractor Personnel shall comply with all applicable provisions of the Occupational Health and Safety Regulations (COHS) which are intended to prevent accidents and injuries to employees working for federally regulated companies. Compliance with these regulations may extend to Contractors, depending on the type of Work being done and their proximity to CP Personnel (i.e. Co-mingled Work). Alternatively, provincial occupational health & safety regulations will govern Contractors.

8.4 Railway Safety Act

The *Railway Safety Act* (RSA) governs all federally certified railways in Canada and some provincial railways through various agreements with Transport Canada. The RSA addresses all

- 8.4.1 matters relating to the construction, alteration, operation, inspection and

maintenance of railway works and railway equipment, and contains training and qualification requirements for certain types of Work. When applicable, Contractor and Contractor Personnel shall perform Work in accordance with the RSA, as if directly bound by it.

8.5 Environmental Protection Act

- 8.5.1 Where Work is being performed that may impact the environment, that Work must comply with all applicable federal and provincial environmental acts and regulations. Some examples of applicable legislations includes the Canadian Environmental Protection Act; Fisheries Act, Navigable Waters Protection Act; Species at Risk Act; Migratory Birds Convention Act; and all corresponding Regulations. Provincial requirements are normally set out in a general Environmental Protection Act which is complemented by numerous regulations addressing more specific areas of concern. Canadian Environmental Protection Act <http://laws-lois.justice.gc.ca/eng/acts/C-15.31/>

9 Security Access to CP Property

9.1 Access to CP Property

- 9.1.1 All Contractor Personnel must have the following identification in their possession at all times while on CP Property, and present them for review to any Manager-in-Charge, other CP managers and employees, Police Officer, security guard, or regulatory officer upon request:
- (a) photo identification (e.g. driver's license);
 - (b) proof of employment document or card;
 - (c) identification card, or other proof of safety orientation issued by CP;
 - (d) access pass, issued and signed by a CP manager, where Work requires Contractor Personnel to ride in any locomotive or other non-passenger rolling stock;
 - (e) security identification card, where required by CP; and
 - (f) building access pass, where required by CP or by a third party having control of the premises.
 - (g) Valid eRailsafe card
- 9.1.2 Where any Work requires Contractor Personnel to ride in locomotive or other non- passenger railroad equipment, the Contractor must also possess a CP ACCESS PASS for riding non-passenger railroad equipment, signed by the responsible operating manager.

Such a signed pass must be presented to the train crew or operator when boarding the equipment. Failure to possess such a pass will result in the equipment not moving, removal from the equipment, and/or the filing of trespasser charges.

9.2 Security Awareness

- 9.2.1 The Contractor shall conduct such background check as is necessary to ensure that Contractor Personnel do not pose a security risk to CP, such security risk includes the risk of the commission of terrorist activities, sabotage, vandalism, theft, and violence. CP reserves the right, at all times, to require that Contractor undertake certain security training and/or perform background checks of Contractor Personnel, prior to allowing such Contractor Personnel to enter onto CP Property.
- 9.2.2 On request CP can make available a copy of CP's Railway Security Awareness program for use by Contractor Personnel.

9.3 Firearms & Explosives

- 9.3.1 Firearms (loaded or empty) are not permitted on CP Property, except for Police officers and other designated government officials when authorized to do so.
- 9.3.2 No explosives will be permitted on CP Property without written approval by the Manager-in- Charge.

9.4 Reporting

- 9.4.1 Contractor Personnel must report any security concern, security incident, criminal activity (known or suspected), suspicious happenings and/or suspicious persons on CP Property to the Manager-in-Charge or to CP Police Services in accordance with Section 18.

10 Personal Conduct

10.1 Drug and Alcohol Standards

- 10.1.1 The Contractor and Contractor Personnel shall comply with CP's Alcohol and Drug Policy and Procedure while under contract to perform services for CP. Any contravention of these requirements will be considered a breach of contract.
- 10.1.2 The Contractor and Contractor Personnel shall report fit to work and remain fit for work as scheduled and when on scheduled call and be able to perform their duties free from the negative effects, including the after effects of alcohol, legal recreational cannabis, illicit or illegal drugs, other mood altering substances or medications including medical marijuana, any of which can have the potential to adversely affect the way a person thinks, feels or acts.
- 10.1.3 It is prohibited to be in control of a CP vehicle or moving equipment (either on or off duty), while under the influence of alcohol and/or drugs, including the after effects of such use.
- 10.1.4 All Contractors must comply with these requirements when scheduled on call and/or subject to duty.
- 10.1.5 If there are grounds to believe a contract worker is unfit for work, the worker will be removed from CP property in a safe manner under the care of another adult person, to a safe place for example, to their local place of residence, or provided the opportunity to arrange the same or an escort is arranged to the nearest appropriate medical facility if there is a medical problem that requires immediate attention. The primary contractor is required to ensure appropriate investigation, follow up and a fitness for duty assessment is conducted to ensure the contractor is fit to return to work prior to any return to CP property or work. CP reserves the right not to allow a contractor back on CP property or to CP work.
- 10.1.6 In the event a contract worker is directly involved in a significant work related incident as described by CP's Alcohol and Drug Policy and Procedure, the worker may be subject to Post Incident Testing under the CP Testing Program. They may be removed from CP premises pending the results of the investigation, including receipt of alcohol and drug testing results. Depending on the test results and the outcome of the investigation, a fitness for work medical assessment may also be required through the primary contractor before the Contractor can return to CP premises or work. CP reserves the right not to allow a contractor back on CP property or to CP work.
- 10.1.7 CP reserves the right to request drug and alcohol testing for Contractor Personnel performing Safety Critical and Safety Sensitive duties under CP's workplace testing program requirements as and where permitted by law.

10.2 Inappropriate Behavior

- 10.2.1 CP is committed to maintaining a Work environment that supports the dignity of all individuals. No person working at CP may be subjected to any form of discrimination or harassment, including sexual harassment.
- 10.2.2 Acts or threats of violence are unacceptable at all times on CP Property. Uttering of threats or committing acts of violence will result in the removal of the responsible Contractor Personnel from CP Property, termination of the Contract, and/or criminal charges.
- 10.2.3 Horseplay, practical jokes, fighting or any other activity that may create a safety hazard will not be tolerated.
- 10.2.4 Inappropriate language directed at any CP employee or agent of CP, will not be tolerated.

10.3 Electronic Entertainment and Communication Devices

- 10.3.1 The use of personal entertainment devices, including portable audio and video devices such as compact DVD, CD, video game players, tablets, SMART watches and MP3 players, is prohibited:
 - (a) while working on CP Property;
 - (b) while transporting CP personnel, whether on and off CP property; and
 - (c) while operating any CP highway vehicles, Railroad Equipment or Mobile Equipment, when on and off CP property
- 10.3.2 The use electronic communication devices, including cell phones, Smart Phones, Blackberries, walkie-talkies, PDAs, iPads, tablets, GPS navigation units, portable computers and similar devices, is prohibited:
 - (a) while operating a highway vehicle, unless it is stopped and parked in a safe location;
 - (b) while operating or assisting in the operation of any railroad equipment or mobile equipment;
 - (c) while operating power tools, equipment or machinery;
 - (d) when Foul of Track for any reason;
 - (e) whenever use of such a device creates an unsafe condition.
- 10.3.3 Notwithstanding the foregoing, company cell phones, radios, walkie-talkies, GPS units, iPads, tablets, and other communication devices may be used solely for the conduct of business when authorized by the CP Manager-in-Charge and where not prohibited by state or municipal legislation. Any electronic communication device may be used when it is necessary to communicate an emergency condition.

10.4 Smoking

- 10.4.1 Smoking, including the use of e-cigarettes is prohibited on all CP Property, and in or on all highway vehicles, Railroad Equipment, and Mobile Equipment, except for CP designated outdoor smoking areas.

11 Personal Protection

11.1 Work Clothing

- 11.1.1 The Contractor must ensure that Contractor Personnel wear clothing that meets Applicable Legislation and is suitable to perform the Work safely. This includes at minimum ankle length pants and waist length shirts with a

minimum quarter-length sleeves at all times. Clothing must not interfere with vision, hearing or use of hands and feet.

11.2 Personal Protective Equipment (PPE)

- 11.2.1 The Contractor shall ensure that Contractor Personnel wear personal protective equipment required by Applicable Legislation, regulations, codes and industry standards as necessary to protect against personal injuries while on Railway property. All personal protective equipment shall be approved by the Canadian Standards Associations (CSA) or by the American National Standards Institute (ANSI), and shall be in good condition and be properly fitted.
- 11.2.2 The following mandatory personal protective equipment (“PPE”) shall be supplied by the Contractor at its own expense, and shall be worn at all times by Contractor Personnel while on CP Property:
- (a) safety hard hat, meeting CSA standard Z94.1 or ANSI 89.1 standards;
 - (b) safety boots with protective toe caps and soles, meeting CSA standard, Z195 (Green Triangle - Grade 1);
 - (c) safety glasses with permanently attached side shields, meeting CSA standard Z94.3;
 - (d) high visibility fluorescent outerwear with retro reflective striping (meeting CSA standard Z96, class 2 level 2), with such high visibility fluorescent outerwear not covered by other clothing or equipment, except where necessary for safety reasons such as where fall protection or pole climbing equipment is being used; and
 - (e) any other PPE as required by Applicable Legislation, CSA standard, or otherwise required to protect Contractor Personnel from injuries.
- 11.2.3 In addition to the foregoing minimum requirements, the following table contains further recommendations in relation to specific types of PPE:

Type of Protection	Additional Recommendations
Hard Hats	Have hi-visibility characteristics which are not obscured by markings or decals
Safety Eye & Face Protection	<p>Tinted safety eyewear must meet Canadian standards for red signal recognition if operating railway equipment (safety eyewear meeting this requirement is available from Acklands-Grainger; ask for CP approved tinted safety eyewear)</p> <p>Transition lenses are discouraged and should be worn with caution when working in changing light conditions</p> <p>Personal sunglasses are discouraged and must not be worn when operating railway equipment</p> <p>Wear mesh face shields over top safety glasses when using any striking tool while performing on track maintenance work (e.g. spiking, snapping on/off anchors, etc.). If working alongside CP employees you will be required to comply with this practice.</p>
Safety Footwear	<p>Have defined heels</p> <p>Be laced and tied securely for ankle support</p> <p>When snow and ice conditions are present wear anti-slip winter footwear</p>
High-Visibility Apparel	Lime-green is recommended when working on, or near tracks, or when performing Co- mingled Work

- 11.2.3 Contractor and Contractor Personnel shall be solely and fully responsible for assessing the risks related to the Work and determining whether additional PPE may be required such as:
- (a) Nomex or Proban fire-retardant protective gear when performing certain TDG Work and or handling certain Hazardous Materials or performing specialized Work.
 - (b) hearing protection when working in any area where noise exposure levels:
 - (i) are consistently greater than 84 dBA);
 - (ii) exceed 115 dBA at any time; and
 - (iii) any other Work areas where posted, or so notified by CP management.
 - (c) respiratory protection where Contractor Personnel may be exposed to occupational dusts/particulates, fumes, mists, gases and vapors, in which case, in which case Contractors must have a written Respiratory Protection Program that meets or exceeds Applicable Legislation;
 - (d) additional eye and face protection meeting CSA standard Z94.3 (i.e. face shields, impact/splash goggles, welding/cutting goggles and welding helmets); and
 - (e) fall protection systems and equipment meeting appropriate CSA standards as required by Applicable Legislation and appropriate for the related fall hazards.
 - (f) fall protection when working on an unguarded surface over water, where the water is deeper than 1.2 meters (4 feet), or where there is a hazard of drowning due to terrain, winter conditions, water velocity or current; contractors must use a fall protection system or a personal floatation device (PFD) meeting approved standards.

12 Railroad Track Protection

Contractor's Responsibilities for the Protection of Railroad Traffic and Property

- 12.1.1 Where the Work Site is in close proximity to, or is located on, above, or below railroad tracks, special attention, care and precautions shall be taken to ensure the safety of all Contractor Personnel, CP Personnel, all other third parties and to protect CP's property and railroad operations.
- 12.1.2 Contractor shall ensure that Contractor Personnel is made aware of all unique and inherent hazards in working near, on, above or below railroad tracks and shall ensure that all Contractor Personnel are fully trained and equipped to work safely.
- 12.1.3 Contractor Personnel shall at all times remain alert to the movement of trains, rolling stock and other Railway equipment.
- 12.1.4 No temporary structure, materials, or equipment shall be permitted closer than 3.66 meters (12 feet) to the nearest rail of any track without prior approval in writing of the Manager-In-Charge.
- 12.1.5 Contractor Personnel shall be especially alert in yards and terminal areas as
- (a) Railway equipment that appears to be stationary may be moving;
 - (b) the rate of movement of Railway equipment may be faster than it appears;
 - (c) Railway equipment change tracks often; and
 - (d) movements may be occurring simultaneously on adjacent tracks
- 12.1.6 The Contractor shall, at all times, conduct its operations in a wholly responsible manner to avoid damage to CP's tracks or property.

12.2 15 m (50 ft.) Clearance Requirement

- 12.2.1 All work shall be performed as far away from railway tracks as possible.
- 12.2.2 Unless authorized by CP, Contractor Personnel, equipment, and vehicles are not permitted within 15 m (50 ft.) of the closest track centerline.
- 12.2.3 In the event work must be carried out within 15 m (50 ft.) of the closet track centerline, written authorization must be obtained from the Manager-in-Charge, and Contractor Personnel must still remain at the maximum practicable distance from all railway tracks at all times.
- 12.2.4 When crossing tracks, Contractor Personnel shall ensure a minimum of 15 m (50 ft.) separation between standing Railway equipment, stay at least 15 feet away from the end of the nearest equipment, and look both ways before crossing tracks, and if clear, walk at a right angle to the tracks. The 15 meters (50 feet) distance must take in account the swing radius of work equipment, vertical grade differences, and overhead work distances.
- 12.2.5 No work activities or processes are allowed within 15 m (50 feet) of the track while trains are passing through the work site unless specifically authorized.

12.3 Flagging Protection

- 12.3.1 When the Work requires Contractor Personnel to be within 15 m (50 ft.) of any railway tracks, Contractor or Contractor Personnel shall notify and obtain the written approval of the Manager- in-Charge in advance of the intended start date, and when approved, shall only perform Work strictly in accordance with all terms and conditions of that approval.
- 12.3.2 Unless otherwise indicated by the Manager-in-Charge, proper protection against the movement of trains, rolling stock and other Railway equipment shall be deemed required at all times whenever Work or Contractor Personnel must be within 50 feet (approximately 15 metres) of the closet track centerline. Protection may be provided only by a qualified CP employee through use of a flag person, Canadian Railway Operating Rules (CROR) Track Occupancy Protection (TOP), mechanical blue flag protection or other protection methods designated by the Manager-in-Charge.
- 12.3.3 Where CP determines that flagging is required, then Work must be strictly conducted under the direction of a CP flag person or such other person designated by the Manager-in-Charge.
- 12.3.4 Contractor Personnel shall ensure that there is clear communication at all times between Contractor Personnel and any CP flag person. Contractor Personnel shall ensure that they are aware of:
 - (a) flagging distance limits;
 - (b) time limits; and
 - (c) any adjacent tracks where movement of Railway equipment may still occur.
- 12.3.5 Contractor Personnel shall not assume that a train movement is being stopped or cleared unless clear communication is received directly from the CP flag person.
- 12.3.6 A job safety briefing between the CP flag person and all Contractor Personnel must occur before beginning any Work on or Foul of Track, or within CP's ROW depending on the nature of the site.
- 12.3.7 Blue flag protection is used to indicate that CP or Contractor Personnel are working on, under or between Railway equipment and movement of trains or other Railway equipment is prohibited. Blue flags must not be tampered with or obstructed. Blue flags can only be removed by the person or group of persons who originally applied it. Application, use, and removal of blue flags,

when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge.

- 12.3.8 Red flag protection is used to indicate that CP or Contractor Personnel are working on or Foul of Track, or the track is out of service and movement of trains or other Railway equipment is prohibited. Red flags must not be tampered with or obstructed. Application, use, and removal of red flags, when appropriate, may only be done under the authorization and guidance of the Manager-in-Charge. Similarly, as with all other flags; blue, yellow and green flags.

12.4 Working on or near Tracks

- 12.4.1 When authorized to perform Work Foul of Track or otherwise be near railway tracks, Contractor Personnel shall ensure at Contractor Personnel, equipment, and vehicles are kept as far away from railway tracks as practicable, and shall at all times:
- (a) be alert to train movements and shall expect the movement of trains, engines, cars, or other mobile Railway equipment at any time, on any track, and in any direction, even if they appear to be stationary or in storage;
 - (b) not rely on others to protect them from train movement;
 - (c) stay at least 15 feet (approximately 5 meters) away from the ends of stationary railway equipment when crossing the track;
 - (d) ensure a minimum of 50 feet (approximately 15 meters) separation prior to crossing between railway equipment;
 - (e) look both ways before crossing tracks, and if clear, walk at a right angle to them.
 - (f) never climb on, under or between railway equipment;
 - (g) be aware of the location of structures or obstructions where track clearances are close;
 - (h) not stand on the track in front of an approaching engine, car or other equipment;
 - (i) when possible, stand at least 20 feet back from the track(s) when there is a passing movement of trains, engines, cars, or other mobile Railway equipment, to prevent injury from flying debris or loose rigging and shall observe the train as it passes and be prepared to take evasive action in the event of an emergency;
 - (j) not stand on or between adjacent tracks in multiple track territory when a train is passing;
 - (k) not walk, stand or sit on the rails, between rails or on the end of ties, unless absolutely necessary. As the rail surface can be extremely slippery, personnel must step over the rails when crossing tracks. Personnel shall also be aware railway ties can also be slippery and that railway ballast can shift while walking on top of it. Situational awareness and use of proper footwear is important;
 - (l) not remain in a vehicle that is within 15.2 meters (50 feet) of a passing train unless specifically authorized, or where this is not possible, park the vehicle as far away from the tracks as possible and walk to as safe a distance whenever trains pass.
 - (m) keep away from track switches as remotely operated switch points can move unexpectedly with enough force to crush ballast rock. Personnel shall stay away from any other railway devices they are unsure of. Personnel shall not disturb or foul the ballast at any time.
 - (n) Third party work that has a potential to impact rail traffic must take into account machine swing radius, vertical grade differences, overhead work,

etc to ensure it will not impact a passing train; work and equipment must maintain a distance of 15.2 meters (50 feet) of a passing train.

- (o) When exiting on track machinery as trains are passing; exit on the opposite side.
 - (a) use 3-point contact when getting on/off any vehicle, equipment or track unit;
 - (b) face the vehicle or equipment/track unit when getting on/off
 - (c) place handheld items onto equipment/track unit or seek help prior to getting on/off
 - (d) get on/off on the operators side when possible

12.5 Equipment on or near tracks

- 12.5.1 Contractor Personnel shall not be Foul of Track with any piece of equipment without a CP flag person or other authorized track protection;
- 12.5.2 Contractor Personnel shall not move equipment across the tracks except at established road crossings, or unless under the protection and authorization of a CP flag person and only if the Work Site has been properly prepared for such a move. Tracked equipment will require a CP flag person any time railroad tracks are crossed.
- 12.5.3 Contractor Personnel shall not move equipment across railroad bridges or through tunnels, except as expressly authorized and only under such conditions as stipulated by the Manager- in-Charge.
- 12.5.4 Contractor Personnel shall move equipment away from the tracks at least 50 feet, or where not possible, park the equipment as far away from the tracks as possible, and walk to a safe distance whenever trains pass.
- 12.5.5 Buckets, shovels, and loads on cranes must be lowered to the ground to rest, and cranes without a load must have their load line tightened or retracted to prevent movement, whenever there are passing trains.

12.6 Railway Signs, Signals, Flags and other Communication Infrastructure

- 12.6.1 Signs, signals and flags shall not be obstructed, removed, relocated, disabled or altered in any way without proper authorization and qualification.
- 12.6.2 Only qualified Contractor Personnel who are authorized by CP are permitted to operate switches, derails, electric track mechanisms, signal and communication systems or other track control appliances.
- 12.6.3 Railway pole lines carry electric power and should be treated as any other power lines.
- 12.6.4 The Contractor shall keep all Contractor Personnel informed of current weather conditions. Personnel shall stay alert for possible high water conditions, or flash floods. During severe weather conditions:
 - a) Personnel shall be prepared to take cover in the event of a tornado;
 - b) Personnel shall not work while lightning is occurring;
 - c) If storm conditions arise unexpectedly, Contractor Personnel shall ensure that equipment is in the clear of the tracks and secured before seeking cover. Contractor Personnel shall stay away from railroad tracks when visibility is poor, such as during fog or blizzard conditions.

Any Contractor personnel discovering a hazardous or potentially unsafe condition, which may affect the safe passage of railway traffic, must advise CP Police immediately by calling the CP Police Communications Centre – 1-800-716-

Excavation

- 12.7.1 Before starting excavation operations, the Contractor shall ascertain that there are no underground wires, fiber optic cables, pipelines or other utilities which could be damaged or, if present, that such installations are properly protected. Fiber optic cables are present on most segments of the right-of-way. Prior to commencing any excavation, the Contractor shall contact the proper authority to obtain the necessary permit and to locate and protect such cables or other underground utilities.
- 12.7.2 Excavations shall not be left unattended unless they are properly protected; and the Manager- in-Charge shall be notified.
- 12.7.3 Contractors MUST obtain and maintain utility locates in accordance with applicable law.

13 WHMIS

- 13.1.1 If at any time Contractor's Work involves the use, handling, storage, or disposal of Hazardous Materials ("Handling of Hazardous Materials"), Contractor Personnel must inform the Manager- in-Charge.
- 13.1.2 Contractors shall ensure that all Contractor Personnel are fully trained in the Handling of Hazardous Materials and that Contractor and Contractor Personnel are in full compliance with all Applicable Legislation, and as directed by the Manager-in-Charge.
- 13.1.3 Contractor Personnel shall have appropriate processes, systems and controls in place to prevent or otherwise mitigate potential environmental, health and safety risks associated with the Handling of Hazardous Materials.

13.2 Access to Safety Data Sheets (SDS)

- 13.2.1 Prior to beginning any Work that may expose CP Personnel to Hazardous Materials, Contractor or Contractor Personnel shall:
 - (a) provide a copy of the respective Safety Data Sheet (SDS) to the Manager-in-Charge; and
 - (b) keep a copy of the SDS at the Work Site and shall such that it is readily available at all times.

13.3 Hazardous Material Incident or Spill

- 13.3.1 In the event of a hazardous material incident or spill, the Contractor must:
 - (a) ensure that no Contractor or CP Personnel have or will be exposed;
 - (b) take all reasonable actions to contain the spill;
 - (c) respond in accordance with its emergency response plan; and
 - (d) notify CP immediately in accordance with Section 18.

14 Operation of Highway Vehicles

14.1 Highway Vehicles

- 14.1.1 The following requirements apply to all highway vehicles, when operated on CP Property; or used to transport CP Personnel.

14.2 Regulations and Inspection

- 14.2.1 Before using a highway vehicle, Contractor Personnel shall:

- (a) complete a pre-trip inspection;
- (b) maintain an inspection log;
- (c) ensure periodic inspections are completed at official testing locations as required;
- (d) ensure the vehicle is maintained and in safe operating conditions at all times; and
- (e) ensure the vehicle is in compliance with applicable motor vehicle regulations and license requirements.

14.2.2 Vehicle maintenance, inspection records and logs must be made available to the Manager-in- Charge on request.

14.3 Vehicle Operator Requirements

14.3.1 Operation of highway vehicles is restricted to those Contractor Personnel who are licensed, qualified and authorized to do so. Such Contractor Personnel shall be responsible for the safety of all passengers at all times. For greater certainty, such Contractor Personnel shall:

- (a) hold a valid license for the class of vehicle being operated, in accordance with applicable local, state and federal requirements, and
- (b) strictly comply with all posted traffic signs, signals, and all shall obey all Applicable Legislations; and
- (c) maintain the required driver log, and make the log available to the Manager-in-Charge on request, and
- (d) comply with the requirements on the use of electronic devices as set out in Section 10 above.

14.4 Driving on CP Property

14.4.1 In addition to the requirements set out above, while on CP Property, Contractor Personnel shall:

- (a) travel only on designated roadways unless otherwise instructed;
- (b) keep daytime running lights on (if so equipped);
- (c) not exceed 15 mph unless otherwise posted;
- (d) come to a full stop at all blind corners, rail and roadway crossings;
- (e) yield the right of way to all Mobile Equipment and other non-highway equipment or service vehicles;
- (f) not operate vehicles (or any internal combustion equipment) inside buildings or enclosed structures unless adequate ventilation is provided;
- (g) not park Foul of Track unless on-track protection is provided;
- (h) not leave vehicles running unnecessarily;
- (i) park only in pre-determined or designated areas;
- (j) always use the parking brake (or wheel chocks) when leaving an unoccupied vehicle running;
- (k) prior to operation of a vehicle the driver must conduct a walk around of the vehicle to identify any obstacles, clearance restrictions, or adjacent vehicles that may interfere with executing a safe movement.
- (l) where safe and practicable, pull vehicles through or back into marked parking spaces to avoid reverse collisions when exiting.
- (m) If a passenger is present, he exit the vehicle prior to a reverse movement to provide guidance and direction to the driver during the reverse movement and applies to commercial vehicles and vehicles with restricted rear views

- 14.4.2 All Contractor Personnel who will be operating a highway vehicle or Mobile Equipment in any CP intermodal facilities must complete a Driver Safety Orientation program prior to first entry, and from time-to-time thereafter as directed by the Manager-in-Charge.

14.5 Seat Belts

- 14.5.1 Seat belts must always be worn while operating or riding in any equipped vehicle unless Contractor Personnel is actively engaged in inspections requiring said Contractor Personnel to be free of such restraint, and then only when the vehicle is operating at less than 25 km/h.

14.6 Loads

- 14.6.1 Contractor Personnel shall ensure vehicles are loaded according to weight and dimensional requirements as authorized by state regulations and permits, and properly load and secure tools, material, equipment and freight to avoid shifting, falling, leaking or otherwise escaping from vehicles during operation.

14.7 Riding in CP Vehicles

- 14.7.1 Contractor Personnel are prohibited from operating or riding in any CP vehicles unless authorized to do so, or in case of emergency.

15 Tools, Equipment and Machinery

15.1 General Safety Requirements Respecting All Tools, Equipment and Machinery

- 15.1.1 Contractor Personnel shall ensure that all tools, equipment, and machinery used be:
- (a) in compliance with all applicable legislation;
 - (b) in good working order, properly serviced and maintained;
 - (c) safe for their proposed use and used only for purposes specified by the manufacturer;
 - (d) operated and maintained only by persons properly trained and qualified for that duty;
 - (e) seat belts (if present on equipment) must be worn while operating or riding any such equipped mobile equipment;
 - (f) if mobile, equipped with appropriate safety devices (e.g. lights, horns, back-up alarms, safety beacons), and prevented from moving through use of the hand brake, wheel blocking, wheel chocking and/or a derail where applicable.
- 15.1.2 The Contractor shall provide adequate lighting when performing work between sunset and sunrise.
- 15.1.3 Use of CP tools, equipment and machinery by Contractor Personnel is prohibited unless specifically authorized by local CP management.

15.2 Hazardous Energy Control- Lockout/Tagout

- 15.2.1 Contractor Personnel shall employ such hazardous energy lockout/tagout procedures as required to eliminate the accidental or unexpected start-up, energizing, or release of stored (residual) energy during maintenance, repair and/or servicing activities.
- 15.2.2 All tools, equipment and machinery must be made safe and isolated from all energy sources rendering the machine, equipment, or process inoperative prior to performing maintenance, repair or servicing related tasks.

- 15.2.3 No Contractor Personnel can remove any CP applied lock or tag, including bad-order tag.
- 15.2.4 Notwithstanding the foregoing, if Contractor's Work may create an energy hazard to any CP Personnel, then all affected parties must follow the requirements set forth in CP's Lockout – Hazardous Energy Control Policy and Code of Practice.
- 15.2.5 If CP Personnel and Contractors are jointly performing maintenance, repair or servicing activities on the same machine, equipment or using the same energy source, then they must apply a multi-lock hasp and individual locks and tags (as per CP's Lockout – Hazardous Energy Control Policy and Code of Practice).

15.3 Electrical Safety Requirements

- 15.3.1 In addition to the hazardous energy control lockout requirements above, all electrical Work must comply with Applicable Legislation, CSA and National Fire Protection Association (NFPA) requirements.
- 15.3.2 Contractor Personnel Working on electrical systems must:
 - (a) if in proximity to CP Personnel, inform them of:
 - (i) existing or potential electrical hazards;
 - (ii) any specific additional personal protective equipment that may be required;
 - (iii) applicable safe Work practices;
 - (iv) applicable emergency and evacuation procedures; and
 - (v) apply lock out procedures as per section above on Hazardous Energy Control-Lockout
 - (b) have practices, procedures and training that comply with:
 - (i) applicable sections of CSA-Z462 Workplace Electrical Safety Standards;
 - (ii) Canadian Electrical Code Parts 1 and 2; and
 - (iii) any other Applicable Legislation
 - (c) not operate or allow cranes or other mobile equipment to approach closer to any live electrical power line than is permitted by CSA Z150 Standards for mobile cranes.

15.4 Lifting Devices

- 15.4.1 All lifting devices, including but not limited to jacks, cranes, cables, slings, chains and hooks shall:
 - (a) meet Applicable Legislation governing design, inspection, maintenance and operation;
 - (b) be safety certified and labeled or tagged with load capacity limits where required;
 - (c) have sufficient capacity for the planned lift;
 - (d) have sufficient footing or support area to properly distribute the load during a lift.

15.5 Welding and Torch Cutting

- 15.5.1 When welding or torch cutting, Contractor Personnel shall:
 - (a) be properly trained and qualified;
 - (b) ensure that all closed containers have been properly purged;
 - (c) direct flame or sparks away from other Workers, equipment and flammable material;
 - (d) have a fire extinguisher readily available;

- (e) keep compressed gas and oxygen cylinders stored in a secure, vertical position, with regulators removed and caps applied, labeled properly and located in vented cabinets or other designated locations.

15.6 Explosive Actuated Tools

- 15.6.1 Only Contractor Personnel who are qualified and licensed in accordance with Applicable Legislation, and authorized by CP, may use explosives or explosive actuated tools.

15.7 Unattended Equipment or Machinery

- 15.7.1 Tools, Equipment and Machinery shall not be left unattended at any time and shall not be stored on CP Property, unless expressly permitted pursuant to a written agreement with CP or by the Manager-in-Charge in writing, and where so permitted, Contractor shall ensure that:
 - (a) storage shall be restricted to the designated area, or as otherwise specified by CP.
 - (b) all such tools, equipment and machinery shall be secured in a safe position well clear of all tracks to prevent accidental contact with trains and moving equipment and to not restrict train crew sightlines;
 - (c) as much as possible, tools, equipment and machinery shall be stored in locations out of public view.
 - (d) Machines must be secured in accordance with on-track machinery rules.

16 Emergency Response

16.1 Emergency Response Plan

- 16.1.1 The Contractor must maintain a current emergency response plan and make it available to CP on request. Emergency response plans must include at a minimum:
 - (a) contractor reporting procedures in the event of an incident or spill;
 - (b) emergency response contacts and phone numbers, including phone numbers for CP incident reporting and local CP managers (See Attachment A); and
 - (c) containment measures to be taken in the event of an incident or spill.

16.2 Initial Response

- 16.2.1 Initial response to any emergency condition must follow the following sequence:
 - (a) Protect the safety and security of all individuals and communities
 - (b) Provide environmental protection and mitigation
 - (c) Conduct incident investigation and evidence preservation
 - (d) Restore railroad operations

16.3 First Aid

- 16.3.1 Contractor Personnel must have sufficient First Aid qualified personnel and the required First Aid kit and any other required First Aid equipment at the Work Site, suitable for the crew size, nature of Work being performed and location, all of which shall, at a minimum, comply with Part II of the Canada Labour Code.

16.4 Fire Protection

- 16.4.1 The Contractor must have appropriate fire extinguishers, suitable in type,

size and quantity having regards to the nature of Work and Applicable Legislation, readily available at all times on:

- (a) the Work Site; and
- (b) all Contractor equipment, machinery and highway vehicles.

16.4.2 Contractor Personnel shall ensure that all necessary precautions are taken to prevent fires, including the following:

- (a) storing flammable material (e.g., paper, rubbish, sawdust, oily or greasy rags, etc.) in proper containers;
- (b) storing and transporting fuel, gasoline or other flammable liquids in approved containers. Use of unapproved containers is prohibited;
- (c) proper disposal of flammable material daily;
- (d) preventing static electricity when dispensing or transferring flammable liquids by using proper grounding and bonding techniques;
- (e) avoid using cutting or welding torches during the last one-half hour of shifts, if possible;
- (f) taking special precautions with fusees, including:
 - (i) store and transport in approved containers;
 - (ii) do not allow fusees to come in contact with any combustible material, including railroad ties or wooden timbers; and
 - (iii) fully extinguish fusees before leaving the location where used;
- (g) promptly advise CP management of any fire on CP Property; and
- (h) fully extinguish or provide protection for any fire prior to leaving the Work Site.

16.4.3 Contractors Working on the CP right-of-way where a high risk of fire exists (e.g., during rail grinding, rail welding) must have:

- (a) appropriate fire prevention and suppression plans (including emergency numbers for CP, local firefighters and fire control districts); and
- (b) additional firefighting equipment and trained Contractor Personnel on site, as required by Applicable Legislation or the Manage In Charge.

17 Confined Space

17.1 Confined Space

- (a) Qualified and authorized Contractor Personnel must follow all required confined space entry procedures in accordance with applicable legislation and standards prior to entering into a confined space.
- (b) Rescue procedures and equipment must readily available when required to enter a confined space.

18 Reportable Accidents, Incidents and Injuries

18.1 Reportable Injuries

18.1.1 Reportable injuries include any personal injury to:

- (a) Contractor Personnel;
- (b) any CP Personnel; or
- (c) to any third party on CP Property.

18.2 Reportable Accidents

18.2.1 Reportable accidents include any occurrence that results in:

- (a) damage to railroad tracks, right of way, buildings or other CP Property;
- (b) damage to railroad equipment;
- (c) damage to CP highway vehicles;
- (d) release or potential for release of hazardous material;
- (e) damage to a container, spill or loss of transported commodities; and
- (f) any threat to the environment.

18.3 Reportable Incidents

18.3.1 Reportable incidents include:

- (a) unintended movement of railroad equipment;
- (b) failure to provide track protection for Workers when required;
- (c) movement of railroad equipment beyond authorized limits;
- (d) operation of railroad equipment by an unqualified person;
- (e) unauthorized handling of a track switch;
- (f) damage, vandalism or tampering with any railroad signals, structures or railroad safety device;
- (g) seepage, leakage, spills of, or other contamination from, Hazardous Materials;
- (h) actual, threaten or suspected security related incidents;
- (i) slides, washouts or other on-track obstructions; or
- (j) any occurrence that may disrupt the movement of trains or affect safe rail operations.

19 Reporting

19.1 Emergency Reporting

19.1.1 In the case of an emergency, Contractor Personnel must call:

- (a) 911, where this emergency response system exists, or
- (b) the local police, fire or emergency department in all cases; and
- (c) **CP Police Services Communication Center- 1-800-716-9132.**

19.2 Accident, Incident, Injury Reporting

19.2.1 When an accident, incident or injury occurs on CP Property, the Contractor must:

- (a) immediately report it to the
 - (i) **CP Police Services Communication Center 1-800-716-9132;** and
 - (ii) **CP Manager-in-Charge**
- (b) follow all instructions given to protect the scene.

19.2.2 CP does not report Contractor Personal Injuries to WCB. Such WCB reporting remains the Contractor's responsibility.

19.3 Information to Report

19.3.1 Information required with the initial report includes:

- (a) type of incident;
- (b) date and time of occurrence;
- (c) location (mileage, subdivision, building, yard or other physical description);

- (d) identity of person(s) involved or injured (company & name);
- (e) description of any hazardous materials involved;
- (f) type & unit number of any railroad equipment or vehicle involved;
- (g) description of occurrence, damage and/or injury, and cause if known;
- (h) description of any emergency response;
- (i) name and contact information of person making the report; and
- (j) any such other information that CP may require.

19.4 Environmental Incidents and Spills

19.4.1 In the event of an environmental incident spill, leak or potential release of a hazardous material, the Contractor must immediately:

- (a) immediately report the incident to:
 - (i) CP Police Services Communication Center 1-800-716-9132;
 - (ii) CP Manager-in-Charge,
 - (iii) Designated CP contact as per the governing agreement relating to the Work; and
 - (iv) Regulatory authorities that require notification related to the nature of the incident.
- (b) follow all instructions given to protect the scene.
- (c) take all reasonable actions to contain the spill;
- (d) respond in accordance with its emergency response plan; and
- (e) provide CP with the following information:
 - (i) description of location and surrounding area, including any sensitive environmental areas nearby (e.g., rivers, parks, sewers);
 - (ii) type and quantity of substance released;
 - (iii) cause of spill or deposit, if known; and
 - (iv) details of any immediate action taken or action proposed to be taken to contain spill and recover substance.
 - (v) details of any external or regulatory agency reporting completed as a result of the incident.

19.5 Additional Contractor Requirements

19.5.1 Contractor and Contractor Personnel must:

- (a) ensure an appropriate emergency response is initiated;
- (b) protect any evidence until released by the CP Manager-in-Charge;
- (c) cooperate fully with any CP investigation;
- (d) cooperate fully with any investigating government agency; and
- (e) notify CP if information is requested by any investigating government agency.

20 Contractor & Contractor Personnel Acknowledgement

Acknowledgement

- 20.1.1 Contractor and Contractor Personnel who Work on CP Property shall be deemed to have read and understood the content of these Minimum Safety Requirements for Contractors While Working on CP Property in Canada, as amended from time to time, and to agree to be bound by them.
- 20.1.2 These Minimum Safety Requirements for Contractors While Working on CP Property in Canada are subject to change without prior notice. The most current version of these Minimum Safety Requirements can be viewed at www.cpr.ca or by contacting the Manager-in-Charge.



Home Safe™ is a commitment to be vigilant about personal safety and the safety of co-workers.

NOTES:

20 Attachment A – Emergency Information Sheet

Emergency Contact Information

Emergency Contacts	Phone	Location
CP Calgary Operations Center	1-800-795-7851	.
CP Police Services	1-800-716-9132	
CP Railroad Traffic Controller Radio Channel		
Manager-in-Charge		
Local Police Services		
Local Fire Services:		

Local EMS		
Hospital		
Physician		
Aircraft Service, (if applicable):		
Watercraft Service, (if applicable):		
Other Emergency Services		

**Emergency Evacuation Route
(Describe nearest evacuation assembly location OR Provide sketch on back)**

Work Site Information

	Phone	Location
Work Site Location Name		
Railroad Subdivision & Mileage		
Address, Number and Street		
Nearest Town		
CP Manager-in-Charge		
Emergency Site Access Route (Describe route from nearest emergency services location in detail including access roads & physical landmarks OR provide sketch on back.)		
Contractor Supervisor		
Site Telephone		
Certified First Aid Attendant		
Location of First Aid Supplies at Site		
Location of Fire Extinguishing Equipment:		
Location of WHIMS data sheets		

Utility Information

	Phone	Location
Utilities Contact		
Natural Gas:	()	
Electrical:	()	
Fiber Optic Line:	()	
Water & Sewer:	()	
Telephone:	()	
Cable System:	()	
Qualified employee(s) in:	()	
Confined Space Entry, (if applicable):	()	
Equipment requirements for Confined Space Entry, (if applicable):	()	
Other:		

SCHEDULE "E"

ENVIRONMENTAL REQUIREMENTS

1. **Environmental Management Plan.** The Road Authority shall, at its own expense, comply with all Environmental Laws and develop, implement and maintain a site-specific Environmental Management Plan to ensure:
 - (a) that the Road Authority Work and the Project Plans comply with all Environmental Laws;
 - (b) that it has appropriate systems and controls in place to avoid or mitigate potential environmental, health and safety risks with respect to the Project Site and any adjacent lands and watercourses, including silt fences, spill kits and erosion controls;
 - (c) that any construction debris or waste of any kind (whether hazardous or not and including contaminated soil excavated from the Railway Lands) resulting from the Road Authority Work is not disposed of on the Project Site or Railway Lands; and
 - (d) the Road Authority's response to any incident involving a release, leak, deposit or spill is handled in accordance with the provisions of this Schedule "E".
2. **Spill Prevention.** The Road Authority shall undertake the Road Authority Work and related activities in a manner that avoids, minimizes, or mitigates the risk of a release or other safety hazard. The Road Authority shall provide spill containment as necessary to protect the ground and capture any spills that may occur in accordance with its Environmental Management Plan.
3. **Storage of Hazardous Substances.** The Road Authority shall not install any fuelling tanks or fuelling stations on the Railway Lands or store any Hazardous Substances including any fuel, oil, grease, petroleum, gas or chemicals on the Railway Lands.
4. **Incidents.** The Road Authority covenants as follows.
 - (a) The Road Authority shall immediately report any incident involving a release, leak, deposit or spill of a Hazardous Substance arising from the Road Authority Work or Project activities to the CP Operations Centre in Calgary at 1.800.795.7851 (or such other contact number CP may publish from time to time) whether or not such releases are required to be reported to any federal, provincial or local authority, and to any regulatory authorities (including CANUTEC) as required by law.
 - (b) The Road Authority shall immediately respond to such incident described in Subsection 4(a) and take all reasonable actions to contain the spill and respond in accordance with its Safety and Emergency Response Plan; provided, however, that CP may elect to remediate, repair and restore the roadbed, track and related structures on the Railway Lands impacted by any Hazardous Substance, at the expense of the Road Authority.
 - (c) The Road Authority shall provide a written follow-up report to CP within five (5) Business Days of such incident which constitutes an offence or is reportable under any laws, by-laws, or regulations relating to the protection of the environment, or is in breach thereof. Such follow-up report will describe the incident, substance and volume released, and measures undertaken or planned to cleanup and remove the released substance and any contaminated soil, water and materials and waste and identify the name and address of the proposed disposal facility.
 - (d) The Road Authority shall provide CP with copies of any and all reports made to any Governmental Authorities that relate to such incidents or releases. In addition, the Road Authority shall provide CP with a copy of any alleged violation of applicable Environmental Laws relating to the Road Authority

Work or activities at the Project Site, as well as a copy of any written responses made by the Road Authority to Governmental Authorities regarding said violations.

- (e) The Road Authority shall commence and complete, at the request of CP, the cleanup, disposal, and remediation of any spill or environmentally unsound condition occurring on the Railway Lands or any CP property as a result of the Road Authority Work. The Road Authority shall completely clean up any such spill or condition (including any contaminated soil excavated from Railway Lands); shall dispose of any contaminated soil or waste in a properly licensed disposal facility and maintain a copy of the manifest to verify such proper disposal; and shall replace contaminated soils with clean fill as appropriate under the circumstances. The Road Authority shall demonstrate to the satisfaction of CP, acting reasonably, that any impacted lands (including the Railway Lands and any impacted adjacent lands) have been restored to a condition existing prior to the commencement of the Project.
- (f) The Road Authority shall be solely responsible for all costs related to the clean-up and remediation of any releases or incidents resulting from the Road Authority Work or any of its related construction activities on the Railway Lands.

If CP and the Road Authority are in disagreement as to whether any such incident has been completely cleaned up, the contaminated soil or waste properly disposed of and replaced with appropriate clean fill, the Road Authority shall retain a reputable environmental consulting firm to review the Road Authority activities and report whether the Road Authority has fulfilled its obligations hereunder. If the Road Authority obligations have not been fulfilled, the Road Authority shall take further action as is necessary to rectify any deficiencies and obtain a report from the environmental consultant verifying the same.

Bill No. 136
2021

By-law No. A.-_____ -_____

A by-law to approve and authorize the Crossing and Maintenance Agreement between Canadian Pacific Railway Company (“CP”) and The Corporation of the City of London (the “City”) for the crossing and maintenance of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario to be installed by the Adelaide Underpass Project.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the “City”) to enter into a Crossing and Maintenance Agreement (the “Agreement”) with Canadian Pacific Railway Company for the crossing and maintenance of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario within Adelaide Street.

AND WHEREAS it is deemed appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

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

1. The Agreement attached as Schedule “1” to this by-law, being a Crossing and Maintenance Agreement between Canadian Pacific Railway Company and The Corporation of the City of London (the “City”) for the crossing and maintenance of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario within Adelaide Street is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Schedule "1" - Crossing and Maintenance Agreement

CANADIAN PACIFIC RAILWAY COMPANY

- AND -

THE CORPORATION OF THE CITY OF LONDON

CROSSING AND MAINTENANCE AGREEMENT

In respect of a Subway located at approximately Mile 113.73 of the Galt Subdivision,
Ontario

_____, 2021

CROSSING AND MAINTENANCE AGREEMENT

This Agreement is dated _____, 2021.

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY, a company
incorporated under the laws of Canada and having its head
office in the City of Calgary, Alberta (**CP**)

- and -

THE CORPORATION OF THE CITY OF LONDON (The Road Authority)

RECITALS.

- A. CP is a federally regulated railway and its Railway Operations, rights-of-way and facilities are subject to the jurisdiction, decisions and orders of the Agency, Transport Canada and federal legislation, including the *CTA* and the *RSA*.
- B. CP and The Road Authority will be parties to a *Grade Separation Construction Agreement* pursuant to which CP authorizes The Road Authority to construct the Subway at the location shown on The Road Authority plans bearing numbers _____ attached as Schedule "A" (collectively, the **Plans**).

- C. Crossing Rights are necessary for the ongoing occupancy, operation over, use and Maintenance of the Subway by The Road Authority.
- D. CP intends to file a copy of this Agreement with the Agency pursuant to Section 101 of the CTA, and thereby become an order of the Agency.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the covenants herein contained and good and valuable consideration paid by each Party to the other, the receipt and sufficiency of which are hereby respectively acknowledged, the Parties agree as follows.

- 1 **Definitions.** In this Agreement the following words and phrases shall have the meanings set out below.
- (a) **Access Protocols** has the meaning ascribed in Schedule "C".
 - (b) **Affiliate** has the meaning ascribed in the *Canada Business Corporations Act*, as amended and replaced from time to time or in any statute or statutes passed in substitution therefor.
 - (c) **Agency** means the Canadian Transportation Agency and any successor or successors of the Agency.
 - (d) **Agreement** includes all schedules attached hereto, as may be amended or modified from time to time.
 - (e) **Alteration Plans** has the meaning ascribed in Section 6(a).
 - (f) **Applicable Laws** means all applicable federal, provincial, municipal and local laws, statutes, codes and standards, ordinances, by-laws and regulations and all orders, directives and decisions rendered by, and policies, standards, guidelines and similar guidance of, any Governmental Authority, ministry, department or administrative or regulatory agency or court having jurisdiction over the Parties, the Railway Lands, the Subway, and includes Environmental Laws and Safety Laws.
 - (g) **Business Day** means any day other than Saturdays, Sundays and statutory holidays in Ontario and Alberta.
 - (h) **CP Indemnified Group** means, collectively, CP, its Affiliates, officers, directors, employees, and agents.
 - (i) **CP Safety Requirements** means the *Minimum Requirements for Contractors Working on CP Property in Canada*, as referenced in Schedule "C".
 - (j) **CTA** means the *Canada Transportation Act*, as amended and replaced from time to time or any statute or statutes passed in substitution therefor, together with all regulations made from time to time under the act.
 - (k) **CTA Guide** means the *Guide to Railway Charges for Crossing Maintenance and Construction* published by the Agency, as amended from time to time.
 - (l) **Contractor** means any contractor engaged by The Road Authority to perform Maintenance.
 - (m) **Cost** or **Costs** means the rates and charges set by the most recent CTA Guide.
 - (n) **Crossing Area** means that portion of the Railway Lands under or upon which the Subway is located, as outlined on the location and profile attached hereto as Schedule "B".

- (o) **Crossing Rights** means the rights granted by CP to The Road Authority within the Crossing Area described in Section 2(a).
- (p) **Emergency Situation** means a situation arising that causes an immediate and serious threat or danger to the public, CP employees, Personnel, the Railway Lands, or Railway Operations.
- (q) **Environmental Laws** means all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws and regulations and all orders, directives and decisions rendered by, and policies, standards, guidelines and similar guidance of, any Governmental Authority, ministry, department or administrative or regulatory agency or court (which, for certainty, in each case shall be deemed to have the force of law), including any obligations or requirements arising at law, relating to the protection of the environment, human and other animal health and safety or the release, manufacture, processing, distribution, use, treatment, storage, presence, disposal, packaging, labelling, recycling, transport, handling, containment, clean-up or other remediation or corrective action of or in respect of any Hazardous Substances.
- (r) **Environmental Management Plan** means an environmental management plan developed, implemented and maintained by The Road Authority to ensure:
 - (i) compliance with Environmental Laws; and
 - (ii) adverse environmental impacts due to Maintenance are avoided,
 as further described in Schedule "D".
- (s) **Governmental Authority** means any government, parliament, legislature, or any governmental, quasi-governmental or regulatory authority, agency, commission, department or board, ministry, department or administrative or regulatory agency or court (which, for certainty, in each case shall be deemed to have the force of law), any political subdivision thereof, or any court or any other law (including any obligations or requirements arising at law), regulation or rule-making entity, having jurisdiction in the relevant circumstances, or any Person acting under the authority of any of the foregoing (including any court or any arbitrator with the authority to bind the Parties at law) or any other authority charged with the administration or enforcement of legal requirements.
- (t) **Hazardous Substances** means any substance, class of substance or mixture of substances, or such quantity or concentration of an otherwise non-hazardous substance or substances, which are or may be detrimental to the environment or human health including, without limitation:
 - (i) radioactive, explosive, poisonous, corrosive, flammable or toxic substances or materials;
 - (ii) any substance that if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to man or any animal, fish or plant;
 - (iii) any solid, liquid, gas or odour or combination of any of them that, if released, creates or contributes to a condition that:
 - (A) endangers the health, safety or welfare of persons;
 - (B) interferes with the normal enjoyment of life or property; or
 - (C) causes damage to plant life, animal life or to property;

- (iv) toxic substances, including, without limitation, asbestos, polychlorinated biphenyls, all chemicals and substances known or suspected to cause cancer or reproductive toxicity;
 - (v) any substance, chemical or material, declared to be hazardous or toxic under any Applicable Laws or ordinance enacted or promulgated by any Governmental Authority; and
 - (vi) any medical waste or hazardous biological material.
- (u) **Interference** means to endanger, hinder, interfere with or materially affect Railway Operations.
 - (v) **Losses** means any and all injuries, claims, suits, demands, awards, actions, proceedings, losses, costs, damages, expenses, charges (including all penalties, loss of profit, loss of income or consequential damages or losses with respect to Rolling Stock, Railway Operations or otherwise) by whomsoever made, brought or prosecuted which a Party suffers, sustains, pays or incurs and includes reasonable costs of legal counsel (on a solicitor-client basis) and other professional advisors and consultants incurred in connection therewith.
 - (w) **Maintain or Maintenance** means all activities necessary to safely operate the Subway including the Substructure on which the Subway shall run (including in cases of emergency) including, but not limited to, activities that require access to the Railway Lands, together with any required mitigative measures within the Crossing Area in accordance with the terms of this Agreement and Applicable Laws, but does not include a Material Alteration.
 - (x) **Material Alteration** means:
 - (i) constructing any new rail track on the Subway within the Crossing Area, including for the purpose of expansion; or
 - (ii) upgrades or repairs, such as altering, removing, reconstructing and relocating the Subway within the Crossing Area. **Material Alteration Notice** has the meaning ascribed in Section 6(a).
 - (y) **Parties** means The Road Authority and CP and **Party** means either The Road Authority or CP.
 - (z) **Personnel** means the employees and agents of The Road Authority and all individual persons engaged or retained by The Road Authority, whether directly or indirectly, in connection with Maintenance.
 - (aa) **RSA** means the *Railway Safety Act (Canada)*, as amended and replaced from time to time or any statute or statutes passed in substitution therefor, together with all regulations made from time to time under the act.
 - (bb) **Railway Line** means all improvements, railway lines and structures situated within or upon the Railway Lands.
 - (cc) **Railway Operations** means the operations, business and undertaking of CP in respect or in furtherance of Rolling Stock over CP's network of railway lines, as well as the operation of switches, signals, fibre optic, signal and communications systems (including conduits, cables, fibres, towers, associated equipment and facilities), whether on the Railway Lands or elsewhere.
 - (dd) **Railway Work** means:
 - (i) inspecting, maintaining, repairing, altering, modifying, expanding, relocating, replacing or reconstructing the Railway Line;

- (ii) constructing a new rail facility; and
 - (iii) such other operations as may be required from time to time.
- (ee) **Remove or Removal** means the physical removal of the Subway or any part or parts thereof from the Crossing Area and restoration of subsurface and ground surface to the satisfaction of CP, acting reasonably.
- (ff) **Rolling Stock** means trains, locomotives, railcars, boxcars, gondolas, railway machinery, vehicles, equipment of every nature, and the contents of same.
- (gg) **Routine Maintenance** means inspection and maintenance activities conducted wholly within the Subway in accordance with the terms of this Agreement and Applicable Laws and, for greater certainty, in no circumstance includes any access to the surface or subsurface of the Railway Lands.
- (hh) **Safety and Emergency Response Plan** means the safety and emergency response plan to be implemented and maintained by The Road Authority to ensure compliance with Safety Laws and Schedule "B".
- (ii) **Safety Laws** means:
- (i) all Applicable Laws related to the safety of Railway Operations;
 - (ii) the regulations, orders, specifications, and directives of Transport Canada, the Agency and any other Governmental Authority having jurisdiction in respect of Railway Operations or the Railway Lands; and
 - (iii) all Applicable Laws related to the Railway Lands in force with respect to health or occupational health and safety.
- (jj) **Subdivision** means the Mactier Subdivision and all improvements, railway lines and structures situated therein or thereon.
- (kk) **Superstructure** means the deck span above the substructure.
- (ll) **Substructure** means the underlying support structure below the subway deck, including but not limited to the abutments and piers.
- (mm) **Subway** means the grade separated subway and multi-lane roadway known as the Adelaide Street underpass, including but not limited to the roadway, bridge substructure, superstructure, permanent or temporary support structures, rail track, retaining walls, signs, lights, drains, ditches, water conveyances and other associated works and improvements passing on, over or adjacent to the Railway Lands as detailed in the Plans.
- (nn) **Third Party Fibre Systems** means fibre optic and communications systems owned and operated by a Third Party (including conduits, cables, fibres, towers, associated equipment and facilities).
- (oo) **Third Parties** means a Person other than The Road Authority or CP.
- (pp) **Track Block** means the act of blocking or mechanically prohibiting Rolling Stock from accessing the Crossing Area.
- (qq) **Utility Crossing** means any Utility Works crossing under, on or above the Railway Lands installed or erected in accordance with Section 101 of the CTA.
- (rr) **Utility Works** means oil, gas and water pipelines, railway lines and facilities, power lines, telephone lines, drains, sewers, pipes, fibre optic,

signal and communications systems (including conduits, cables, fibres, towers, associated equipment and facilities), Third Party Fibre Systems and related structures.

2 **Grant.**

- (a) CP hereby grants to The Road Authority, insofar as it has the right to do so, the right to occupy, operate, and use the Crossing Area, including the right to maintain the Subway within the Crossing Area, subject to the terms and conditions contained in this Agreement.
- (b) The Road Authority agrees that it has no right to:
 - (i) perform a Material Alteration; or
 - (ii) conduct any activities other than as specified in Section 2(a),
within the Crossing Area except as expressly agreed to by CP in accordance with the terms of this Agreement.
- (c) This Agreement shall commence on the date first written above and shall remain in effect continuously thereafter until a further order of the Agency is granted.
- (d) The Road Authority agrees and acknowledges that it has no right to construct any improvements or facilities within the Railway Lands, whether inside or outside the Crossing Area.

3 **Paramourncy of Railway Operations.**

- (a) The Road Authority covenants that the Crossing Rights shall in no way preclude or interfere with the full, free, complete, safe, continuous, uninterrupted and unhindered Railway Operations and any other purpose or use of the Railway Lands by CP.
- (b) In furtherance of CP's paramourncy of Railway Operations, The Road Authority agrees and acknowledges that, for the purposes of Railway Work:
 - (i) the Subway may have to be relocated, protected, modified, altered or lowered; or
 - (ii) Subway Operations may have to be modified or delayed,and that, in either circumstance, CP shall not be responsible to The Road Authority for any resulting costs, expenses, losses or damages incurred or suffered by The Road Authority.
- (c) The Road Authority acknowledges the Crossing Area may contain Utility Works. CP may in the future require additional railway and expansions, or be ordered by the Agency to grant rights to Third Parties and such rights may require the subsurface or overhead use of portions of the Crossing Area which are parallel to, under or over the Subway. As a result of the foregoing, CP and such Third Parties shall, at all times, but subject to the rights granted in this Agreement and the requirements of Applicable Laws, have unrestricted access to and use of the Crossing Area for the maintenance of existing and future Utility Works.

4 **Designation.** Ownership of the Subway shall remain solely with The Road Authority.

5 **Maintenance.**

- (a) Following completion of the Project, maintenance costs shall be apportioned in accordance with the Canadian Transportation Agency (CTA)

maintenance cost guidelines for a subway as follows: the Railway company pays all maintenance costs of the substructure and the superstructure of a subway with the exception of aesthetic repairs and the Road Authority pays all other maintenance costs of a subway, including cost of maintaining the road approaches, retaining walls, road surfaces, sidewalks, drainage and lighting.

6 **Material Alteration.**

- (a) If The Road Authority wishes to undertake a Material Alteration, The Road Authority shall deliver to CP a request in accordance with Section 21 (a **Material Alteration Notice**), together with design plans identifying the Material Alteration (**Alteration Plans**) not less than one hundred and eighty (180) days prior to the date on which The Road Authority intends to commence such Material Alteration.
- (b) CP reserves the right to charge a reasonable administration fee for the review and, if applicable, approval of Alteration Plans.
- (c) The Road Authority acknowledges that it shall be solely responsible for all costs of any Material Alteration and the ongoing and future Maintenance thereof.
- (d) Prior to commencing any Material Alteration, The Road Authority shall enter into CP's then standard form *Grade Separation Construction Agreement* and *Crossing and Maintenance Agreement*, and/or any other agreement CP may require.

7 **Signs/Markers.** The Road Authority, at its sole expense, shall install and maintain signs prominently marking the Subway, at locations satisfactory to CP (or as required by any Governmental Authority).

8 **Environmental Obligations.** The Road Authority shall:

- (a) provide to CP, and maintain throughout the term of this Agreement, its Safety and Emergency Response Plan and its Environmental Management Plan, including provisions for protective structures (including without limitation fencing or netting) to any Interference or Emergency Situation;
- (b) carry out all measures CP may reasonably consider appropriate to avoid creating a hazardous, unsafe, unhealthy or environmentally unsound condition in or upon the Railway Lands, including without limitation:
 - (i) appropriate drainage measures and improvements to ensure roadway drainage is not directed on to the Railway Lands; and
 - (ii) that Hazardous Substances and debris accumulations will not drain directly into or upon the Railway Lands;
- (c) notify any Governmental Authorities as required by Applicable Laws, and provide a written report to CP within ten (10) Business Days of:
 - (i) the detection of a Hazardous Substance on the Railway Lands that could impact Railway Operations; or
 - (ii) any event on or affecting the Railway Lands which constitutes an offence of or is reportable under any Applicable Laws,

and such written report shall describe the incident, the Hazardous Substance, volume and concentration of Hazardous Substance released and measures undertaken or planned to clean up and remediate the Hazardous Substance and any contaminated soil, water, materials and waste from the Railway Lands;

- (d) coordinate with CP to:
 - (i) carry out all work required by Applicable Laws or any Governmental Authorities to remediate any Hazardous Substance from in or upon the Railway Lands; and
 - (ii) remediate and clean up, to the satisfaction of CP, any Hazardous Substance in or upon the Railway Lands resulting from or in connection with the Subway and caused by The Road Authority or by those for whom The Road Authority is in law responsible; provided that CP may elect to perform some of the work, but all such work shall be at the sole cost and expense of The Road Authority.

9 **Insurance Obligations.**

- (a) The City shall obtain and maintain (or cause to be obtained and maintained by the Contractor) during the term of this Agreement, and any extension hereof, with an insurer licensed under *The Insurance Act* (Ontario), the following policies of insurance:
 - (i) *"Wrap-Up" Commercial General Liability* insurance covering the City and its Personnel, including architects, engineers contractors and subcontractors (but not for professional liability) with a limit of not less than **twenty-five million dollars (\$25,000,000)** (or such greater amount that CP may require from time to time) for any one Loss or occurrence for personal injury, bodily injury, or damage to property including Loss of use thereof, business interruption and consequential damages. This insurance policy shall by its wording or by endorsement include the following:
 - (i) the CP Indemnified Group as additional insured;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability;
 - (iv) broad form products and completed operations, not less than twenty-four (24) months completed operations coverage;
 - (v) shall not exclude operations on or in the vicinity of the railway right-of-way, if applicable;
 - (vi) shall not exclude crane operations;
 - (vii) non-owned auto liability;
 - (viii) contingent employer's liability;
 - (ix) broad form property damage;
 - (x) the City's and Contractor's protective liability;
 - (xi) employees as additional insured; and
 - (xii) property damage due to explosion, collapse and underground property damage;
 - (xiii) shall not exclude loss or damage to existing structures or infrastructure including that of CP.
 - (ii) *Automobile Liability* insurance covering bodily injury and property damage in an amount not less than **two million dollars (\$2,000,000)**

(or such greater amount that CP may require from time to time) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the City and used in regards to this Agreement. The City's Contractors and their subcontractors shall independently maintain automobile liability insurance covering bodily injury and property damage in an amount not less than **five million dollars (\$5,000,000) (or such greater amount that CP may require from time to time)** per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by such Contractors and/or its subcontractors and used in connection with the Project.

- (iii) *Contractor's Pollution Liability* insurance, including naming the CP Indemnified Group as an additional insured, with a limit of not less than **five million dollars (\$5,000,000) (or such greater amount that CP may require from time to time)** for any one Loss or pollution event. Coverage shall include claims for bodily injury, death, damage to property, including Losses, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, work performed by the City and/or its Contractors. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty four (24) months after the expiration or Termination of this Agreement.
- (iv) *Commercial General Liability* policy with a limit of not less than **ten million dollars (\$10,000,000) (or such greater amount that CP may require from time to time)** for any one Loss or occurrence for personal injury, bodily injury, or damage to property, including Losses. This policy shall by its wording or by endorsement include the following:
 - (i) the CP Indemnified Group as an additional insured with respect to obligations of the Contractor under this Agreement and incidental thereto;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by such Contractors under this Agreement;
 - (iv) products and completed operations;
 - (v) shall not exclude operations on or in the vicinity of the railway right of way;
 - (vi) non-owned auto liability;
 - (vii) sudden and accidental pollution liability; and
 - (viii) contingent employer's liability.
- (b) The Road Authority shall ensure that it and the Contractor comply with the *Workplace Safety and Insurance Act, 1997 (Ontario)*, as amended and replaced from time to time or any statute or statutes passed in substitution therefor, together with all regulations made from time to time under such act. Upon request, the Road Authority will provide CP with written confirmation from the Ontario Workplace Safety and Insurance Board that the Contractor is registered under and in compliance with the requirements of the *Workplace Safety and Insurance Act, 1997 (Ontario)*, as amended

and replaced from time to time or any statute or statutes passed in substitution therefor, together with all regulations made from time to time under such act.

- (c) All policies of insurance stipulated in this Section 9 shall be with insurers acceptable to CP, and the City shall provide CP with a copy of certificates of insurance evidencing the above insurance to the satisfaction of CP. Such certificates shall be sent by email to Risk_Management@CPR.ca. CP may, at its option, require the City to annually provide CP with a copy of updated certificates of insurance evidencing the renewal of the above insurance. CP shall have no obligation to examine such certificates or to advise the City in the event its insurance is not in compliance herewith. Acceptance of such certificates which are not compliant with the stipulated coverage shall in no way whatsoever imply that CP has waived the insurance requirements of the City.
- (d) The City agrees that the insurance coverage required to be obtained and maintained by it under the provisions of this Agreement shall not limit or restrict its liabilities under this Agreement.
- (e) Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.
- (f) The City agrees that the insurance coverage is primary and not excess of any other insurance that may be available.
- (g) The maximum deductible under each policy of insurance required to be maintained hereunder shall be **fifty thousand dollars (\$50,000)** unless approved by CP in writing.
- (h) The City shall provide CP with written notice and all reasonable particulars and documents related to any damages, Losses, incidents, claims and potential claims concerning this Agreement as soon as practicable after the damage, Loss, incident or claim has been discovered.
- (i) The insurance policies shall be endorsed to provide CP with not less than thirty (30) Business Days written notice in advance of cancellation, material change or amendments restricting coverage.
- (j) CP reserves the right to maintain the insurance in good standing at the City's expense and to require the City to obtain additional insurance where, in CP's opinion, the circumstances so warrant.
- (k) If at any time the City fails to obtain and maintain (or cause to be obtained and maintained by its Contractors) any of the insurance required under this Agreement, on notice from CP the City and its Contractors shall immediately stop all work on the Project and on the CP Yard and neither the City nor its Contractors shall access (whether directly or indirectly) the CP Yard until each has received written approval from CP.
- (l) The provisions of this Section 9 shall survive the expiration or Termination of this Agreement.

10 **Costs, Fees and Liens.**

- (a) CP shall contribute a fixed amount of eight million and seven hundred fifty thousand dollars (\$8,750,000) to the project.
- (b) CP will pay the contribution annually in four (4) installments, starting in the first year of construction, but no earlier than January 2020.
- (c) All other costs arising in connection with the construction of the Subway pursuant to the terms of this Agreement shall be paid by the Road Authority.

- (d) CP will invoice The Road Authority for any and all Costs and fees payable hereunder and The Road Authority shall pay such Costs or fees, including CTA overheads, within thirty (30) days after receipt of a written statement of such Costs or fees.
- (e) In the event the Agency shall discontinue publishing the CTA Guide, the accounts shall be prepared in accordance with such standard rates as set out in any alternate document that will succeed the CTA Guide. Until such alternate document is publicly available, the standard rates shall be those set out in the most recent published version of the CTA Guide indexed by the Consumer Price Index for the transportation sector published by Statistics Canada.
- (f) The Road Authority shall keep title to the Railway Lands free from any and all liens and similar claims and encumbrances that arise due to Maintenance or other work conducted by The Road Authority within or affecting the Crossing Area. To the fullest extent permitted by Applicable Laws, The Road Authority waives all rights of such liens, claims and encumbrances. If The Road Authority fails to release and discharge any such lien, claim or encumbrance within five (5) Business Days of receiving notice from CP, CP may, at its option, discharge or release the lien, claim or encumbrance, or otherwise deal with the claimant thereunder, and The Road Authority shall pay CP any and all costs and expenses of CP in so doing, including legal fees and expenses (on a solicitor-client basis) incurred by CP.
- (g) The Road Authority shall indemnify CP from and against all taxes or assessments of any description whatsoever levied by any Governmental Authority in respect of the Subway.

11 **Waiver and Indemnity.**

- (a) The Road Authority shall, and cause the Contractor to, indemnify and hold harmless the CP Indemnified Group from and against any and all Losses suffered or incurred by the CP Indemnified Group that arise out of, result from, are based upon or are in any way connected with:
 - (i) this Agreement;
 - (ii) Maintenance;
 - (iii) Routine Maintenance;
 - (iv) anything to be done or maintained by The Road Authority hereunder;
 - (v) anything not done or maintained by The Road Authority as required hereunder;
 - (vi) claims by Personnel under workers' compensation legislation;
 - (vii) acts or omissions by or attributable to The Road Authority or its Personnel; and
 - (viii) the breach of the timing or conditions of any Track Block approved by CP with respect to Maintenance.
- (b) The Road Authority shall make no claim or demand against the CP Indemnified Group for any Losses (including death) or damage to property suffered or sustained by The Road Authority, Personnel or any other Person which arises out, results from, or is based upon or are in any way connected with:
 - (i) this Agreement;

- (ii) Maintenance;
- (iii) Routine Maintenance;
- (iv) anything required to be done or maintained hereunder;
- (v) anything not done or maintained as required hereunder;
- (vi) claims by Personnel under workers' compensation legislation;

and hereby waives as against and releases the CP Indemnified Group all such claims and demands.

- (c) If Maintenance or Routine Maintenance is disrupted or delayed at any time for any cause, including the occurrence of an event of force majeure, expiration of a Track Block, or maintenance required by CP, The Road Authority shall have no claim against the CP Indemnified Group for any Losses resulting from any such disruption or delay, and The Road Authority hereby waives and releases the CP Indemnified Group from any such claim.

12 **Removal and Restoration.**

- (a) If at any time The Road Authority elects to Remove, The Road Authority shall provide CP with a Material Alteration Notice at least one hundred and eighty (180) days prior to the date on which The Road Authority intends to commence the Removal.
- (b) The Road Authority shall, at its sole risk and expense, diligently pursue the Removal, and complete the Removal no later than twelve (12) months after the date on which The Road Authority indicated in the Material Alteration Notice that it intended to commence the Removal. In doing so, The Road Authority shall leave the Crossing Area in a neat, clean and level state, in good order and condition, free of any environmental contamination resulting from The Road Authority's occupation or use thereof, all to the reasonable satisfaction of CP and in accordance with Applicable Laws.
- (c) The Removal may be subject to the supervision and conditions of CP and shall be in accordance with Access Protocols and any other terms set out by CP.
- (d) The Road Authority shall be responsible for all Costs incurred in relation to the Removal. Upon completion of the Removal, the Parties shall notify the Agency and request that the Agency terminate the order in respect of this Agreement.
- (e) Upon termination of the order by the Agency, this Agreement shall concurrently terminate.
- (f) Prior to commencing any Removal, The Road Authority shall enter into CP's then standard from pipeline removal agreement, or such other form of agreement required by CP.

13 **Moving/Alterations.** Should CP be ordered by the Agency, Transport Canada or other authority having jurisdiction, to make such changes in CP's tracks, structures or facilities that:

- (a) would necessitate the moving or alteration of the Subway; or
- (b) deem it necessary in order to protect its tracks, structures or property to make any change in the location or construction of the Subway,

The Road Authority shall at its own expense and to the entire satisfaction of CP perform all such work of moving or altering or carrying out protective measures to

safeguard the Subway as may be necessary within one (1) month after receipt of notice so to do.

- 14 **Remedies.** If The Road Authority fails to or neglects to perform any act or if The Road Authority is otherwise in default of its obligations under this Agreement, CP may provide written notice thereof to The Road Authority. If The Road Authority fails to promptly respond and rectify the matters described in such written notice, CP shall be entitled to, but is under no obligation to, undertake such reasonable measures as CP may consider appropriate, at the sole cost and risk of The Road Authority, and The Road Authority shall pay to CP all Costs incurred by CP within thirty (30) days of demand thereof. Without limiting the generality of the foregoing, if CP carries out work as an agent for The Road Authority pursuant to this Section 14, The Road Authority shall pay to CP the Costs.
- 15 **Termination.** CP may terminate this Agreement upon providing The Road Authority with sixty (60) days' prior written notice if The Road Authority fails to undertake Maintenance in accordance with this Agreement and such failure may, in the sole discretion of CP, cause an Emergency Situation or materially affect Railway Operations.
- 16 **Resolution of Disputes.** Subject to and without prejudice to the rights of termination set forth in Section 15, the Parties shall attempt, in good faith, to resolve or cure all disputes and claims with respect to the interpretation of this Agreement and the performance of their respective obligations hereunder before initiating any legal action or attempting to enforce any rights or remedies at law or in equity. If a Party believes that a breach of this Agreement by the other Party has occurred, then the Parties shall attempt to resolve such dispute in the following manner:
- (a) the Party who believes that a breach of this Agreement by the other Party has occurred shall provide notice and the Parties will attempt to resolve the dispute within sixty (60) days;
 - (b) if the dispute remains unresolved, in whole or in part, after sixty (60) days, the issue(s) in dispute will be escalated to a CP vice president and a The Road Authority vice president, who will have thirty (30) days to attempt to resolve such remaining issue(s) in dispute;
 - (c) if the Parties are not able to resolve the issue(s) in dispute pursuant to Sections 16(a) and 16(b), the Parties shall refer the matter to the Agency's mediation program (if the mediation program exists at such time) and negotiate with the assistance of a mediator for a further period of up to thirty (30) days; and
 - (d) if the Parties are still unable to resolve the dispute after such thirty (30) day period pursuant to Section 16(c) (or if the mediation program does not exist at such time), then either Party may pursue legal remedies available to it, including applying to the Agency for a determination of the matter.
- 17 **No Other Rights.** The Road Authority covenants, acknowledges and agrees that, notwithstanding the Crossing Rights granted herein, CP is not conveying title to any real property, including the Crossing Area and, notwithstanding any use of the Railway Lands, it is not the Parties' intention that The Road Authority acquire any, other or further right, title or interest in and to the Crossing Area, by adverse possession or otherwise, save and except for the rights granted pursuant to this Agreement.
- 18 **Assignment.**
- (a) This Agreement shall not be transferred or assigned by The Road Authority without the prior written consent of CP, which consent may be arbitrarily withheld.

(b) The Road Authority may, without the prior written consent of CP, arrange to have any of the obligations of this Agreement carried out by contractors or consultants; provided that in the event The Road Authority does so, The Road Authority shall remain liable for and shall not be released or relieved of any of the obligations and liabilities assumed under this Agreement.

19 **Further Assurances.** The Parties covenant and agree that they shall execute and deliver all such further assurances and do or perform or cause to be done or performed all such acts and things as may be required to be performed to fully carry out the provisions and intent of this Agreement.

20 **Compliance with Applicable Laws.** Both Parties shall at all times comply with all Applicable Laws. The minimum applicable technical standards therein shall apply to both Parties unless more stringent standards are provided for in this Agreement. If compliance with any provision of this Agreement would result in a violation of any Applicable Laws, such Applicable Law shall prevail and this Agreement shall be amended accordingly.

21 **Notices.** Any notice, request, demand and other communication hereunder (each a **notice**) shall be in writing and shall be furnished to the Parties at the addresses given below.

(a) in the case of CP, to:

Canadian Pacific Railway Company
1290 Central Parkway West, Suite 600
Mississauga ON L5C 4R3
Attention: Manager Public Works Ontario
Facsimile: 905-803-3412

(b) in the case of The Road Authority, to:

City of London -- require address:

Attention: Mr. Doug MacRae, P.Eng., MPA
Director, Roads & Transportation City of London
Phone: (519) 661 – 2489 ext. 4936.
Facsimile: (519) 661 – 4734

All notices required to be given hereunder may be delivered by hand, mailed by registered mail, or sent by facsimile. If mailed, the notice shall be deemed to have been given and received five (5) Business Days after the mailing thereof. If delivered by hand, the notice shall be deemed to have been given and received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been given and received on the following Business Day. If sent by facsimile, the notice shall be deemed to have been given and received on the first Business Day following the day it was dispatched. Either Party may from time to time change its address for service by giving notice to the other Party.

22 **Miscellaneous.**

(g) The Parties agree and acknowledge that they are not partners in any business or a joint-venture or a member of a joint or common enterprise.

(h) This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and the Parties have not relied upon any statement, representation, agreement or warranty except such as are set out in this Agreement.

(i) No amendment, modification, or supplement to this Agreement shall be valid or binding unless set out in writing and executed by Parties in the same manner as the execution of this Agreement.

- (j) This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- (k) Neither Party shall be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.
- (l) This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The Parties attorn to the exclusive jurisdiction of the Ontario Superior Court of Justice, Toronto Region. All actions or proceedings arising out of or relating to this Agreement shall be litigated in such court and the Parties unconditionally accept the jurisdiction of the said court and waive any defense of *forum non-conveniens*, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.
- (m) Time is of the essence of this Agreement.
- (n) References to dollar amounts, if any, are references to Canadian dollar amounts.
- (o) The captions of the Articles and Sections are included for convenience only and shall have no effect upon the construction or interpretation of this Agreement.
- (p) All of the provisions of this Agreement are to be construed as covenants and as though the words importing such covenants and agreements were used in each separate Article hereof.
- (q) Should any provision of this Agreement be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon the Parties as though such provision had not been included.
- (r) The covenants, obligations, and liabilities of The Road Authority herein shall survive expiration or termination of this Agreement.
- (s) This Agreement becomes effective only upon execution and delivery hereof by the Parties.
- (t) The Parties agree and acknowledge that this Agreement is specific to subject matter hereof and the terms hereof shall not be deemed or interpreted to be a precedent that binds the Parties in respect of future negotiations of utility crossings.
- (u) The Parties agree that the terms of this Agreement are confidential and The Road Authority shall not disclose the terms hereof to any person; except where:
 - (i) disclosure is required by Applicable Laws and The Road Authority has provided prior written notice to CP; or
 - (ii) disclosure to a The Road Authority's officers, agents, employees, consultants, professional advisors or lenders is necessary to carry out the purpose and intent of this Agreement.
- (v) The Parties agree that when this Agreement is filed with the Agency, CP may do so confidentially.
- (w) This Agreement may be executed in any number of counterparts and delivered via facsimile or email in PDF, each of which shall be deemed to

be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any Party delivering this Agreement via facsimile or email in PDF shall deliver an originally executed copy of this Agreement forthwith thereafter to the other Party.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Agreement as evidenced below as of the date first above written.

CANADIAN PACIFIC RAILWAY COMPANY

Per: _____
[Name]
[Title]

THE CORPORATION OF THE CITY OF LONDON

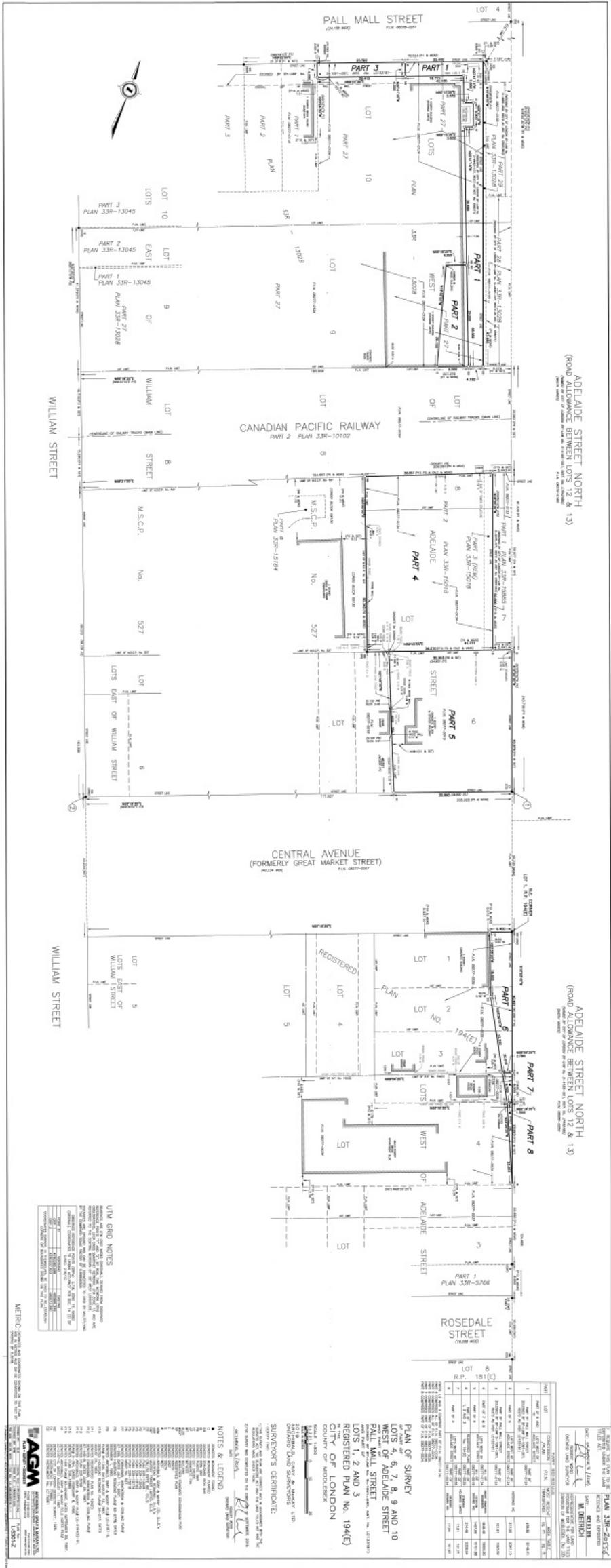
Per: _____
[Name]
[Title]

SCHEDULE "A"

PLANS

(see attached on next page)

SCHEDULE "B"
(CROSSING AREA – LIMITS OF RAILWAY LANDS)
(see attached on next page)



ADELAIDE STREET NORTH
(ROAD ALLOWANCE BETWEEN LOTS 12 & 13)
PLAN 33R-10102

ADELAIDE STREET NORTH
(ROAD ALLOWANCE BETWEEN LOTS 12 & 13)
PLAN 33R-10102

LOT	AREA (SQ. METERS)	AREA (SQ. FEET)	PERCENTAGE OF TOTAL AREA
LOT 1	1,234.56	13,345.67	1.23%
LOT 2	1,234.56	13,345.67	1.23%
LOT 3	1,234.56	13,345.67	1.23%
LOT 4	1,234.56	13,345.67	1.23%
LOT 5	1,234.56	13,345.67	1.23%
LOT 6	1,234.56	13,345.67	1.23%
LOT 7	1,234.56	13,345.67	1.23%
LOT 8	1,234.56	13,345.67	1.23%
LOT 9	1,234.56	13,345.67	1.23%
LOT 10	1,234.56	13,345.67	1.23%

PLAN OF SUBDIVISION
LOTS 6, 7, 8, 9 AND 10
OF LOT 12
ADELAIDE STREET
PALL MALL STREET
LOT 12 AND 13
REGISTERED PLAN NO. 194(E)
CITY OF LONDON
COUNTY OF MIDDLESEX

SURVEYOR'S CERTIFICATE:
I, *[Signature]*, Surveyor,
do hereby certify that the above
plan is a true and correct
copy of the original plan
as shown to me by the
owner thereof.

NOTES & LEGEND
1. THE BOUNDARIES OF THE LOTS
SHOWN ON THIS PLAN ARE
BASED ON THE SURVEY
CONDUCTED BY ME ON THE
DATE SHOWN HEREON.

UTM GRID NOTES
THE UTM GRID SHOWN ON THIS
PLAN IS BASED ON THE
NAD 83 DATUM AND THE
UTM ZONE 18N. THE
EASTING COORDINATE OF
THE LEFT HAND CORNER
OF LOT 1 IS 500,000.00
METERS.



SCHEDULE "C"

ACCESS PROTOCOLS AND SAFETY AND SECURITY REQUIREMENTS

1. **Access Requirements.** In order to ensure compliance with Safety Laws, the safety of all Personnel, CP employees and Railway Operations, The Road Authority's access to the Railway Lands will be subject to the following conditions (collectively, the **Access Protocols**).
 - (a) The Road Authority shall deliver notice to CP by contacting the designated CP representative not less than five (5) Business Days prior (or such longer period as CP may reasonably determine from time to time to ensure flagging protection and all safety measures can be scheduled) to the date upon which The Road Authority seeks to enter upon the Railway Lands, together with such other information as CP may reasonably require.
 - (b) No work of any nature shall be undertaken without scheduled flagging protection, unless otherwise agreed in writing by CP.
 - (c) The Road Authority shall contact the CP Network Management Centre in Calgary at 1-800-795-7851 (or such other contact number CP may publish from time to time) not less than five (5) Business Days prior to the proposed access date to determine the location of any Utility Works or structures under or on the Railway Lands.
 - (d) The Road Authority shall provide notice to and obtain consents from owners of Utility Works (including Third Party Fibre Systems) who may be affected by Maintenance, including those Third Parties who are required to give consents to protect or relocate such utilities.
 - (e) In the event The Road Authority requires emergency access to the surface or subsurface of the Railway Lands, The Road Authority shall contact CP Police at 1-800-716-9132, or such other contact number CP may publish from time to time.

2. **Safety and Security Requirements.** In addition to the Access Protocols, the Parties agree that Maintenance carried out on the Railway Lands will be subject to the following safety and security conditions (collectively, the **Safety and Security Protocols**).
 - (a) The Road Authority shall be solely responsible for ensuring the safety and health of all Personnel and for compliance with all Applicable Laws.
 - (b) The Road Authority agrees to ensure that all Personnel (including any Contractor) wear photo identification badges at all times while on the Railway Lands to comply with CP security requirements.
 - (c) The Road Authority agrees to comply with and to ensure the Contractor complies with security regulatory directives and requirements as communicated by CP from time to time.
 - (d) The Road Authority shall be responsible for developing, implementing and maintaining its own Safety and Emergency Response Plan and all Personnel and for ensuring that all Personnel understand and comply with the practices and procedures set out in such plan. In addition to the minimum requirements stipulated in Subsection 2(c) of this Schedule, the Safety and Emergency Response Plan must include:
 - (i) reporting and response procedures in the event of an incident or accident;
 - (ii) emergency response service providers and contacts and their phone numbers; and

- (iii) incident reporting phone numbers, including phone numbers for CP incident reporting and local CP personnel.
- (e) The Road Authority and all Personnel shall adhere to the directions of any CP flag persons, inspectors and supervisory personnel (including engineering and technical support) as CP may require to supervise any Maintenance. Instructions may include orders with respect to security restrictions, safety requirements or Emergency Situations.
- (f) The Road Authority acknowledges that CP has limited resources available for flagging protection and that flagging protection is subject to the availability of qualified flagpersons who must be allocated by CP across its service area for ongoing Railway Operations and other concurrent construction and maintenance projects. As a result, a maximum of two (2) flag persons will be available for Maintenance, for a maximum of forty (40) hours per week per flag person (including travel time to the Crossing Area), Monday through Friday; CP will not grant any requests to provide flagpersons to work any additional days or overtime.
- (g) Notwithstanding CP consent to provide access to the Railway Lands, if an Emergency Situation arises over, on or under the Railway Lands, or the presence of The Road Authority or their activities are causing an unauthorized Interference, CP may direct that The Road Authority and its Personnel exit from the Railway Lands for such period of time as CP deems appropriate. Any unauthorized Interference caused by The Road Authority must be remedied to complete satisfaction of CP prior to CP allowing The Road Authority and its Personnel to resume access onto the Railway Lands. CP shall not be responsible for any costs incurred by The Road Authority or any of their Personnel for any delays to Maintenance due to an evacuation or shutdown pursuant to this Section 2(g).
- (h) Any machinery or equipment used for Maintenance must meet applicable safety regulations and requirements.
- (i) The Road Authority shall not store any fuel, oil or lubricants on the Railway Lands or permit any fuelling or servicing of any machinery or equipment on Railway Lands.
- (j) The Road Authority shall not cause, suffer or permit the use of the Crossing Area or Railway Lands by any Person other than The Road Authority Personnel required to be on or about the Crossing Area for the purposes of completing Maintenance.
- (k) The Road Authority shall be solely responsible, at its own cost and expense, for the installation and maintenance of construction security fences and lockable gates, as directed by CP. The Road Authority shall keep gates locked, except when entering or exiting from the Railway Lands, to secure the site from entry by members of the public, trespassers and non-Personnel.
- (l) The Road Authority agrees to ensure that all Personnel adhere to CP safety requirements including the publication "Minimum Requirements for Contractors Working on CP Property in Canada", and such other applicable safety stipulations and rules as communicated by CP from time to time.

SCHEDULE "D"

ENVIRONMENTAL REQUIREMENTS

1. **Environmental Management Plan**. The Road Authority shall, at its own expense, comply with all Environmental Laws and develop, implement and maintain a site-specific Environmental Management Plan to ensure:
 - (a) that Maintenance complies with all Environmental Laws;
 - (b) that it has appropriate systems and controls in place to avoid or mitigate potential environmental, health and safety risks with respect to the Railway Lands and any adjacent lands and watercourses, including silt fences, spill kits and erosion controls;
 - (c) that any construction debris or waste of any kind (whether hazardous or not) resulting from Maintenance is not disposed of on the Railway Lands; and
 - (d) The Road Authority's response to any incident involving a release, leak, deposit or spill is handled in accordance with the provisions of this Schedule "D".
2. **Spill Prevention**. The Road Authority shall undertake Maintenance and related activities in a manner that avoids, minimizes, or mitigates the risk of a release or other safety hazard. The Road Authority shall provide spill containment as necessary to protect the ground and capture any spills that may occur in accordance with its Environmental Management Plan.
3. **Storage of Hazardous Substances**. The Road Authority shall not install any fuelling tanks or fuelling stations on the Railway Lands or store any Hazardous Substances including any fuel, oil, grease, petroleum, gas or chemicals on the Railway Lands.
4. **Incidents**. The Road Authority covenants as follows.
 - (a) The Road Authority shall immediately report any incident involving a release, leak, deposit or spill of a Hazardous Substance arising from Maintenance to the CP Network Management Centre in Calgary (1-800-795-7851), or such other number as directed by CP in writing, whether or not such releases are required to be reported to any federal, provincial or local authority, and to any regulatory authorities (including CANUTEC) as required by law.
 - (b) The Road Authority shall immediately respond to such incident described in Subsection 4(a) and take all reasonable actions to contain the spill and respond in accordance with its Safety and Emergency Response Plan; provided, however, that CP may elect to remediate, repair and restore the roadbed, track and related structures on the Railway Lands impacted by any Hazardous Substance, at the expense of The Road Authority.
 - (c) The Road Authority shall provide a written follow-up report to CP within five (5) Business Days of such incident which constitutes an offence or is reportable under any laws, by-laws, or regulations relating to the protection of the environment, or is in breach thereof. Such follow-up report will describe the incident, substance and volume released, and measures undertaken or planned to cleanup and remove the released substance and any contaminated soil, water and materials and waste and identify the name and address of the proposed disposal facility.
 - (d) The Road Authority shall provide CP with copies of any and all reports made to any Governmental Authorities that relate to such incidents or releases. In addition, The Road Authority shall provide CP with a copy of any alleged violation of applicable Environmental Laws relating to Maintenance at the Railway Lands, as well as a copy of any written responses made by The Road Authority to Governmental Authorities regarding said violations.

- (e) The Road Authority shall commence and complete, at the request of CP, the cleanup, disposal, and remediation of any spill or environmentally unsound condition occurring on the Railway Lands or any CP property as a result of Maintenance. The Road Authority shall completely clean up any such spill or condition; shall dispose of any contaminated soil or waste in a in a properly licensed disposal facility and maintain a copy of the manifest to verify such proper disposal; and shall replace contaminated soils with clean fill as appropriate under the circumstances. The Road Authority shall demonstrate to the satisfaction of CP, acting reasonably, that any impacted lands (including the Railway Lands and any impacted adjacent lands) have been restored to a condition existing prior to the commencement of Maintenance, as the case may be.
- (f) The Road Authority shall be solely responsible for all costs related to the clean-up and remediation of any releases or incidents resulting from Maintenance or any related activities on the Railway Lands.
- (g) If CP and The Road Authority are in disagreement as to whether any such incident has been completely cleaned up, the contaminated soil or waste properly disposed of and replaced with appropriate clean fill, The Road Authority shall retain a reputable environmental consulting firm to review The Road Authority activities and report whether The Road Authority has fulfilled its obligations hereunder. If The Road Authority obligations have not been fulfilled, The Road Authority shall take further action as is necessary to rectify any deficiencies and obtain a report from the environmental consultant verifying the same.

Bill No. 137
2021

By-law No. A.-_____-____

A by-law to approve the Amending Agreement to the January 1st 2020 Purchase of Service Agreement between The Corporation of the City of London and London Economic Development Corporation; and to authorize the Mayor and City Clerk to execute the Amending Agreement.

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 The Corporation of the City of London and London Economic Development Corporation (“LEDC”) entered into a Purchase of Service Agreement with effect as of January 1st, 2020 (“2020 Purchase of Service Agreement”) regarding the purchase of economic development services for the City of London;

AND WHEREAS The Corporation of the City of London and LEDC wish to amend the Agreement with respect to growing a film sector in the City of London;

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

1. The Amending Agreement to the 2020 Purchase of Service Agreement, entered into between The Corporation of the City of London and LEDC, substantially in the form attached as Schedule “A” to this by-law, is authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the Amending Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – April 13, 2021
Second reading – April 13, 2021
Third reading – April 13, 2021

SCHEDULE "A"

THIS AMENDING AGREEMENT with effect as of April 15, 2021.

B E T W E E N:

LONDON ECONOMIC DEVELOPMENT CORPORATION
(the "LEDC")

- and -

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

WHEREAS the LEDC and the City entered into a Purchase of Service Agreement with effect as of January 1st, 2020, regarding the purchase of economic development services for the City of London (the "Agreement");

AND WHEREAS the LEDC and the City wish to amend the Agreement with respect to growing a film sector in the City of London;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants contained in the Agreement, and subject to the terms and conditions of this Amending Agreement, the parties agree as follows:

1.0 AMENDMENTS

- (a) Section 3. ("Services Being Purchased and Provided") is amended by adding a new subsection 3 g. as follows:

"g. support the development and implementation of London's Film Strategy, focused on funding and advocacy, marketing and promotion, attraction, growth and retention, and workforce development."

- (b) Section 9. is deleted and replaced with the following new section 9. as follows:

"9. **Consideration.** For the services purchased and provided, the Corporation shall pay the LEDC a fee (the "**Fee**") of:

(1) \$2,196,000 plus HST for each twelve-month period ending December 31, 2020, 2021, 2022, and 2023, and, subject to the City of London Budget approval, in the amount of \$2,196,000 shall be adjusted by either the percentage beginning in 2020 and thereafter annually during the term of this Purchase of Service change over calendar 12 months in the Labour Index (Statistics Canada. Table 14-10-0213-01 Fixed weight index of average hourly earnings for all employees by industry, monthly, Industrial aggregate excluding unclassified businesses) or by the percentage change over calendar 12 months (December) in the Consumer Price Index for Canada (Statistics Canada. Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted, All Items), whichever of the two is lower, but in any event no adjustment shall be made if either or both the percentage changes are less than 0; and

(2) an additional \$300,000 per year (inclusive of HST, and not adjusted annually), subject to City of London annual budget approval, for the period ending December 31, 2021, and thereafter for each twelve-month period ending December 31, 2022 and 2023 related to the services outlined in subsection 3 g;

and payments are subject to the below and the parameters contained in Sections 3 and 4:

- a. the actual amount paid by the Corporation to the LEDC for services rendered during the period is subject to Municipal Council's approval of the Corporation's budget;
- b. one-twelfth of the amount mentioned thereafter, or such other proportion as may be agreed upon, shall be paid monthly based on an invoice for payment submitted by the LEDC to the Corporation containing such particulars or accompanied by such supporting information as the Corporation may require;
- c. amounts paid by the Corporation shall be for the services specifically purchased by the Corporation consistent with the Corporation's Strategic Plan and/or Multi-Year Budget; and,
- d. the amounts mentioned above shall be adjusted to reflect the addition, elimination, transfer or variance to the economic development services agreed upon from time to time by the Corporation and the LEDC."

2.0 AGREEMENT BINDING

- 2.1 Except as amended by this Amending Agreement, the Agreement shall remain binding and in full force and effect.
- 2.2 This Amending Agreement shall be binding on the parties and their respective permitted successors and assigns.

3.0 EXECUTION

- 3.1 The City and the LEDC acknowledge that it has each read this Amending Agreement, understands it and agrees to be bound by its terms and conditions.
- 3.2 This Amending Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.3 (a) This Amending Agreement may:
 - (i) be executed and delivered by scanning the manually signed Amending Agreement as a PDF and delivering it by email to the other party; or
 - (ii) subject to the City's prior written consent, be executed and delivered electronically by the other party.
- (b) The respective electronic signature of the parties is the legal equivalent of a manual signature.

IN WITNESS WHEREOF the City and LEDC have signed this Amending Agreement by their authorized representatives.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Date:

Ed Holder, Mayor

Catharine Saunders, City Clerk

LONDON ECONOMIC DEVELOPMENT CORPORATION

Date:

*Per:

Name:

Title:

Date:

*Per:

Name:

Title:

*I/We have authority to bind the corporation

Bill No. 138
2021

By-law No. A.-_____ - ____

A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc. to provide for a new Board composition.

WHEREAS London & Middlesex Community Housing Inc. is incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16 (the “BCA”);

AND WHEREAS Subsection 104(1)(b) of the BCA provides that a resolution in writing dealing with all matters required by the BCA to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the BCA relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London & Middlesex Community Housing Inc.;

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

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

AND WHEREAS the Municipal Council deems it appropriate to amend the composition of the Board to provide for a new Board of Directors of the London & Middlesex Community Housing Inc.;

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

1. The Special Resolution of the Shareholder of London & Middlesex Community Housing Inc. regarding the number and composition of the Board of Directors for the corporation attached as Schedule “1” is confirmed and ratified.
2. The Mayor and City Clerk are authorized to execute the Special Resolution of the Shareholder confirmed and ratified under section 1 of this by-law.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on the 13th day of April, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – April 13, 2021
Second reading – April 13, 2021
Third reading – April 13, 2021

**SCHEDULE “1”
LONDON & MIDDLESEX COMMUNITY HOUSING INC.
(the “Corporation”)**

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the “Act”) provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following special resolution, signed by the sole shareholder of the Corporation entitled to vote thereon, is hereby passed pursuant to the Act:

COMPOSITION OF BOARD OF DIRECTORS

WHEREAS the articles of the Corporation provide that the Corporation shall have a nine (9) directors;

NOW THEREFORE BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The composition of the Board of Directors of the Corporation be set at nine (9) members appointed by the City of London Municipal Council as follows: two (2) members of City of London Municipal Council; one (1) member of the County of Middlesex Council; four (4) members of the community-at-large; and two (2) tenants of London Middlesex & Community Housing Inc;

2. In appointing members to the Board of Directors, consideration should be given to reflecting the diversity of the community that the London & Middlesex Community Housing Inc. serves and due regard should be given to the following qualifications of applicants to ensure that the Board collectively represents a range of relevant skills and expertise including with respect to:

- Knowledge of the field of social housing, including the legislative and regulatory environment governing social housing
- Financial and legal knowledge
- Experience in asset management, building sciences, construction, land development
- Property management
- Community development
- Labour relations
- Lived experience
- Corporate governance, including strategic planning, human resources
- Tenant support for individuals with unique needs (e.g. mental health, addictions, accessibility, violence, trauma, etc.)

The skillsets noted above set out an inventory of the ideal skills, experiences, expertise, and leadership characteristics that will help to guide the board recruitment and move the organization forward. The listing of qualifications reflects the spectrum of desired knowledge, experience and skillsets and should not be interpreted as a listing of priorities or primacy of importance.

3. The term of appointment of Board Directors reflects staggered appointments by class in order to support board and organization continuity, stability and knowledge transfer. The Directors shall hold office until their successor is elected. The following outlines the Directors terms:

Class	Director	Term
First	One (1) community-at-large One (1) tenant of LMCH	The close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023

Class	Director	Term
Second	One (1) community-at-large One (1) tenant of LMCH	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
Third	Two (2) community-at-large	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Fourth	Two (2) Members of City of London Municipal Council One (1) Member of County of Middlesex Council	The term of Municipal Council

Notwithstanding the Terms set out above for the period of one year from the date of appointment two (2) members of the Interim Board of Directors shall be appointed as First Class Directors.

Tenant and community-at-large directors shall serve staggered terms with a maximum number of reappointments of eight consecutive years in total. Reappointments for another term may be submitted to the Shareholder for consideration.

DATED this _____ day of _____, 2021.

The Corporation of the City of London

By: _____
Name: Ed Holder
Title: Mayor

By: _____
Name: Catharine Saunders
Title: City Clerk

Bill No. 139
2021

By-Law No. C.P.-_____ - ____

A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate.

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 sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorize a municipality to pass by-laws necessary or desirable for municipal purposes and, in particular, paragraph 3 of subsection 10(2) authorizes by-laws respecting the financial management of the municipality;

AND WHEREAS section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate its authority;

AND WHEREAS subsection 23.2(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate quasi-judicial powers under the Municipal Act, 2001 to an individual who is an officer, employee, or agent of the municipality;

AND WHEREAS the Municipal Council of The Corporation of the City of London adopted By-law C.P.-1543-38 to designate the Affordable Housing Community Improvement Project Area;

AND WHEREAS the Municipal Council of The Corporation of the City of London adopted By-law C.P.-1544-40 to adopt the Affordable Housing Community Improvement Plan;

AND WHEREAS the Municipal Council of The Corporation of the City of London adopted By-law C.P.-1545-41 to establish financial incentives for the Affordable Housing Community Improvement Project Area;

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

1. The Affordable Housing Development Loan Agreement template to provide a loan for the creation of new affordable rental housing units, attached as Schedule "1" to this by-law is hereby authorized and approved.
2. The City Planner, or delegate, is hereby authorized to enter into and execute the Affordable Housing Development Loan Agreement substantially in the form approved in section 1 above.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Schedule "1"

AFFORDABLE HOUSING DEVELOPMENT LOAN AGREEMENT

This Agreement made in triplicate this xx day of xxxxx, 20xx.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON,
hereinafter called "the City" OF THE FIRST PART;

- and -

Xxxxxxxx

hereinafter called "the Borrower" OF THE SECOND PART;

WHEREAS the Borrower represents that they are the registered owner of the property, known municipally as **xxxxxxx**, located in the City of London, in the County of Middlesex and more particularly described in **Schedule "A"** attached hereto (the "Land");

AND WHEREAS section 28(7) of the Planning Act, R.S.O. 1990, c. P.13 authorizes a municipality to make grants or loans in conformity with a community improvement plan to registered owners within a community improvement project area;

AND WHEREAS the City has established the Affordable Housing Development Loan Program within the Affordable Housing Community Improvement Plan to encourage the creation of new affordable rental housing units by off-setting up-front costs associated with developing new affordable rental housing;

AND WHEREAS the Borrower has applied to the Affordable Housing Development Loan Program and the City has provisionally accepted the application pursuant to the City's Commitment Letter dated **xxxxxx**, in **Schedule "B"** attached hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall enure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

1. **Affordable Rental Housing Units:** In consideration of the Loan, the Borrower shall provide **XX (XX)** Affordable Rental Housing Units (the "Units") in accordance with the following terms:
 - i. **XX (XX) one-two-three-bedroom** Units that will not exceed **XX%** of the CMHC Average Market Rent (the "AMR") as calculated on **<insert Commitment Letter date/date of application here>** for the term of the Agreement. At initial occupancy, the rent for a **XX-** bedroom Unit will be **\$XXX monthly**, inclusive of heat and water **(repeat for each type of unit)**;

- ii. The Borrower may increase rent with respect to a Unit only if at least twelve (12) months have elapsed:
 - a. Since the day of the last rent increase respecting the Unit, or
 - b. If there has been no increase, since the day the Unit was first rented for the first rental period following the project completion.

No additional increase is permitted when a Unit becomes vacant within twelve (12) months of the annual rent increase.

- ii. The Borrower may increase the rent in accordance with the prevailing rent increase guideline established pursuant to the *Residential Tenancies Act, 2006*, as amended, under the condition that the rent does not exceed **XX%** of the CMHC AMR for that Unit **(repeat if different %)**.
- iii. Gross household income from all sources of tenants of the Units shall be no greater than five (5) times the monthly rent. The Borrower is required to check income of prospective tenant(s) of the Units to ensure compliance. This shall be verified through an Initial Occupancy Report and thereafter, Annual Occupancy Reports, which shall be produced to the City upon request.

2. Affordability Period: The Borrower shall maintain the Units for a period not less than twenty (20) years (the "Affordability Period"). The Affordability Period shall commence upon the City's receipt and approval of the submitted Initial Occupancy Report for all of the Units, in the form to be provided by the City.

3. Loan Amount: The City shall loan to the Borrower, the total amount of **XXXXXXXXXX**, (the "Loan") by way of a single lump-sum payment to be provided subsequent to the City's issuance of a building permit for the construction of the Units.

4. Repayment of Loan: The Borrower shall repay the Loan in accordance with **Schedule "C"** - Loan Repayment Schedule attached hereto. Failure to render any payment owing once due and payable shall constitute a default under this Agreement.

5. Interest: Interest shall accrue on the principal amount of the Loan at a rate of eight percent (8%) per annum, compounded and calculated every 30 days, commencing from the advance date of the Loan. The accrued interest shall become payable upon the expiry of the Affordability Period, subject to the default provisions in this Agreement. Notwithstanding, the City may waive payment of all accrued interest payable in accordance with the repayment terms and conditions contained in **Schedule "C"**.

6. Charge Registered on Land: The Borrower acknowledges and agrees that the City shall register a charge upon the Land in the amount of the Loan, as security. The registered charge shall be discharged upon full repayment of the Loan, including interest. The Borrower warrants that the cumulative balance owing on all mortgages and charges, including the Loan, shall not exceed 90% of the post-rehabilitation appraised value of the Land at any time, prior to the full repayment of the Loan. The discharge of the charge shall not affect the Borrower's obligation to maintain the Units in accordance with this Agreement, which shall continue until the expiry of the Affordability Period.

7. Agreement Registered on Land: The Borrower acknowledges and agrees that the City

shall register this Agreement upon the Land pursuant to Subsection 28 (11) of the *Planning Act*, R.S.O. 1990, c. P. 13. This Agreement shall be discharged upon the expiry of the Affordability Period.

8. Insurance: Fire and liability insurance shall be maintained by the Borrower at all material times indicating the City as a mortgagee and loss payee with minimum coverage representing guaranteed replacement cost or full replacement value of the development and shall be produced on the City template, to the City, upon request. The Borrower acknowledges that any non-payment, default, cancellation, or reduction below the minimum amount of the insurance policy shall constitute a default under this Agreement.

9. Representations and Warranties of the Borrower: The Borrower represents and warrants that they have never defaulted on a City loan or grant program, including by way of individual affiliation with any company or group of people authorized to act as a single entity such as a corporation; that property taxes are paid in full and there are no City of London Orders or by-law infractions currently outstanding in relation to the Land.

10. Assignment, Transfer and Postponement: In the event the Borrower transfers any interest in the Land, in whole or in part, to any person other than the Borrower, the outstanding balance of the Loan, including any interest or penalties accrued, shall become immediately due and payable. Notwithstanding, the City may, at its sole discretion, consent to the assignment of the Loan to a transferee prior to a transfer being completed. An assignment of the Loan shall require as a condition, that the transferee enter into a new Loan Agreement with the City in relation to the remainder of the Affordability Period and the balance of the Loan at the time of transfer of the Land and require the Assignor and Assignee to enter into an Assignment and Assumption Agreement in a form satisfactory to the City. The City may, at its sole discretion, consent to the postponement of the charge registered on title to the Land in favour of another encumbrance, on the condition that the total value of all registered mortgages and charges continues to not exceed 90% of the post-rehabilitation appraised value of the Land. The Borrower's obligation to maintain the Units until the expiry of the Affordability Period will be unaffected by any approved or unapproved transfer, assignment or postponement completed in the relation to the Land.

11. Termination: The parties acknowledge and agree that this Agreement and all obligations of the parties hereunder, shall be terminated upon the full repayment of the Loan, together with any interest or penalties accrued, if applicable, and the expiry of the Affordability Period. This Agreement may also be terminated upon the written agreement of the parties to same.

12. Subsequent Owners Bound: Subject to the provisions of the *Registry Act* and the *Land Titles Act*, the covenants, agreements, conditions and understandings herein contained on the part of the Borrower shall be conditions running with the Land and shall be binding upon it, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the Land from time to time (and "Borrower", wherever used in this Agreement, is intended and shall be construed to include such subsequent owners and occupiers) in accordance with Subsection 28 (11) of the *Planning Act*, R.S.O. 1990, c. P. 13.

13. Default: Time shall be of the essence in this Agreement. Upon breach by the Borrower

of any covenant, term, condition or requirement of this Agreement, or upon the Borrower becoming insolvent or making an assignment for the benefit of creditors, the Borrower shall be in default under this Agreement. Notice of such default shall be given in accordance with this Agreement and if the Borrower has not remedied such default within such time, as provided in the notice, the City may direct that the balance owing on the Loan together with interest and penalties be immediately due and payable.

14. Enforcing Performance of Requirements: In addition to any remedy authorized or permitted by this Agreement or by law, the City may, in the event of a default by the Borrower under this Agreement, do such matter or thing at the Borrowers' expense to correct the default, and the City may recover the expense incurred in doing it by action, from any security posted by the Borrower, or by recovery in like manner as municipal taxes. No proceeding by the City under this clause and no waiver under any provision of this Agreement shall prejudice the rights of the City in respect of any subsequent default by the Borrower under this Agreement. The rights of the City may be enforced by any remedy authorized or permitted by this Agreement or by law, and no such remedy shall be exclusive of or dependent on any other remedy.

15. Notice: Any notice required or permitted to be given pursuant to the terms of this Agreement, shall be given in writing, sent by prepaid registered post, addressed in the case of notice given by the City to the Borrower at the municipal address of the Land, and in the case of notice given by the Borrower to the City addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9. Notice shall conclusively be deemed to have been given on the day that the same is posted.

16. Separate Covenants: All of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provision of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the Agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.

17. Entire Agreement: This Agreement (including any Schedules, Exhibits and Attachments) shall constitute the entire Agreement of the parties with respect to, and supersedes all prior written and oral agreements, understandings and negotiation with respect to the subject matter hereof.

18. Number and Gender: This Agreement shall be read with all changes to gender required by the context.

IN WITNESS WHEREOF the City has executed this Agreement by its authorized officers and the Borrower has hereunto set its hand and seal, or hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

THE CORPORATION OF THE CITY OF LONDON
by its authorized officers:

We have the authority to bind the Corporation

XXXXXXXXXX

(seal)

SCHEDULE "C"
LOAN REPAYMENT SCHEDULE

Loan Amount: \$ _____

First Repayment Amount: \$ _____.

First Repayment Due (60 days after building permit issued): ____/____/_____

1. The original Loan advance, not including accrued interest, shall be repaid in three (3) equal installments of \$_____ payable as follows:
 - a. First (1st) payment shall be due and payable sixty (60) days after building permit issuance;
 - b. Second (2nd) payment shall be due and payable sixty (60) days after structural framing is complete, as confirmed by a Payment Certifier Certificate from a qualified professional; and
 - c. Third (3rd) payment shall be due and payable sixty (60) days after the earlier of: the initial occupancy date of the building or the date of issuance of an occupancy permit.
2. Notwithstanding the repayment terms above, any portion of the original Loan advance not yet due and payable by the tenth (10th) anniversary of the date of building permit issuance shall become immediately due and payable.
3. Interest shall accrue on the principal amount of the Loan at a rate of eight percent (8%) per annum, compounded and calculated every 30 days commencing from the Loan advance date.
4. The total remaining amount of the Loan, including accrued interest and penalties, shall become immediately due and payable upon the expiry of the Affordability Period. Notwithstanding, the City shall agree to waive payment of the remaining Loan amount owing upon the expiry of the Affordability Period and shall release the Borrower from their obligation to pay same under the following conditions:
 - a. The Borrower has made all previous payments owing under this Schedule within the prescribed due dates, including full repayment of the original Loan advance; and
 - b. The Borrower has not defaulted under this Agreement in any manner prior to the expiry of the Affordability Period.
5. Full repayment of the Loan may be made at any time without penalty.
6. Failure to render any Loan payment owing under this Schedule once due and payable, shall constitute a default under this Agreement.
7. The parties may agree to vary the payment schedule of this Loan through mutual agreement, in writing.

Bill No. 140
2021

By-Law No. C.P.-_____ - ____

A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property providing affordable rental units (the “Borrower”) to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low rental vacancy rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate

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 sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorize a municipality to pass by-laws necessary or desirable for municipal purposes and, in particular, paragraph 3 of subsection 10(2) authorizes by-laws respecting the financial management of the municipality

AND WHEREAS section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate its authority

AND WHEREAS subsection 23.2(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate quasi-judicial powers under the *Municipal Act, 2001* to an individual who is an officer, employee, or agent of the municipality

AND WHEREAS the Municipal Council of The Corporation of the City of London adopted By-law C.P.-1543-38 to designate the Affordable Housing Community Improvement Project Area

AND WHEREAS the Municipal Council of The Corporation of the City of London adopted By-law C.P.-1544-40 to adopt the Affordable Housing Community Improvement Plan

AND WHEREAS the Municipal Council of The Corporation of the City of London adopted By-law C.P.-1545-41 to establish financial incentives for the Affordable Housing Community Improvement Project Area

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

1. The Additional Residential Unit Loan Agreement template to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low rental vacancy rates, attached as Schedule “1” to this by-law is hereby authorized and approved.
2. The City Planner, or delegate, is hereby authorized to enter into and execute the Additional Residential Unit Loan Agreement substantially in the form approved in section 1 above.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Schedule "1"

**LOAN AGREEMENT
ADDITIONAL RESIDENTIAL UNIT LOAN PROGRAM**

This Agreement made in triplicate this xx day of xxxxx, 20xx.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON,
hereinafter called "the City" OF THE FIRST PART;

- and -

Xxxxxxxx

hereinafter called "the Borrower" OF THE SECOND PART;

WHEREAS the Borrower represents that they are the registered owner of the property, known municipally as **xxxxxxx**, located in the City of London, in the County of Middlesex and more particularly described in **Schedule "A"** attached hereto (the "Land");

AND WHEREAS section 28(7) of the Planning Act , R.S.O. 1990, c. P.13 authorizes a municipality to make grants or loans in conformity with a community improvement plan to registered owners within a community improvement project area;

AND WHEREAS the City has established the Additional Residential Unit Loan Program within the Affordable Housing Community Improvement Plan to improve low rental vacancy rates in London by encouraging the creation of more long-term, stable rental housing supply;

AND WHEREAS the Borrower has applied for a financial loan from the City pursuant to the terms of the City's Additional Residential Unit Loan Program and the City has provisionally accepted the Borrower's application pursuant to the City's Commitment Letter dated **xxxxxxx** as contained in the **Schedule "B"** attached hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall ensure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

1. **Definitions:** The words and phrases defined in this section shall, for all purposes of this Agreement and of any subsequent agreement supplemental hereto, have ascribed to them the meanings herein specified unless the context expressly or by necessary implication otherwise requires:

"Additional Residential Unit" is a dwelling unit ancillary and subordinate to a primary

dwelling unit, in which food preparation, eating, living, sleeping and sanitary facilities are provided for the exclusive use of the occupants thereof.

“**Commitment Letter**” is the document prepared by the City attached hereto as Schedule “B”.

2. Loan Amount: The City shall loan the Borrower the total amount of **XXXXXXXXXX**, (the “Loan”) by way of a single lump-sum payment to be advanced subsequent to the Borrower’s construction of the Additional Residential Unit(s), in accordance with the scope of work described in the Commitment Letter, which shall be confirmed by the City by inspection prior to the advancement of funds.

3. Repayment of Loan: The Borrower shall repay the Loan in accordance with the Loan Repayment Schedule attached hereto as **Schedule “C”** to this Agreement. Failure to render any payment owing under this Loan once due and payable shall constitute a default under this Agreement.

4. Interest: The Loan shall be interest-free, save and except in relation to interest payable on late payments or default. Interest shall accrue against the balance of any late payments at a rate **1.25%**, calculated monthly. The interest rate payable for late payments or default under this Loan shall be calculated in the same manner as interest payable on the late payment of municipal property taxes.

5. Charge Registered on Land: The Borrower acknowledges and agrees that the City shall register a charge upon the Land in the amount of the Loan as security. The registered charge shall be discharged from the Lands upon full repayment of the Loan, including interest if applicable. The Borrower warrants that the cumulative balance owing on all mortgages and charges (including the Loan) registered against the Land shall not exceed 90.00% of the post-rehabilitation appraised value of the Land at any time prior to the full repayment of the Loan.

6. Additional Residential Units: In consideration for the Loan, the Borrower shall construct and maintain **___ new Additional Residential Unit(s)** on the Land in accordance with the terms of this Agreement, including the scope of work contained in the Commitment Letter and the following Borrower acknowledgements:

- i. The Land shall be owner-occupied as the primary residence of the Borrower until the termination of this Agreement. The Borrower shall confirm that they occupy the primary residence every year until the termination of this Agreement.
- ii. Each new Additional Residential Unit shall be constructed within a residential building existing on the Land on or before January 28, 2020.
- iii. Each new Additional Residential Unit must maintain a valid Residential Rental Unit Licence, which must be renewed with the City every year.
- iv. No Additional Residential Unit on the Land shall be operated as a short-term rental accommodation at any time prior to the termination of this Agreement. All tenants occupying an Additional Residential Unit on the Land shall be required to enter into a formal residential lease agreement with the landlord, with a minimum term of thirty-one (31) days.

7. Insurance: Fire and liability insurance shall be maintained by the Borrower at all material times indicating the City as a mortgagee and loss payee with minimum coverage representing guaranteed replacement cost or full replacement value of the subject property and shall be produced to the City annually. The Borrower acknowledges that any non-payment, default, cancellation, or reduction below the minimum amount of the insurance policy shall constitute a default under this agreement.

8. Representations and Warranties of the Borrower: The Borrower represents and warrants that they have not ever defaulted on a City loan or grant program, including by way of individual affiliation with any company or group of people authorized to act as a single entity such as a corporation, property taxes are paid in full and there are no City of London Orders or by-law infractions currently outstanding in relation to the Land.

9. Assignment, Transfer and Postponement: In the event that the Borrower transfers any interest in the Land, in whole or in part, to any person other than the Borrower, the outstanding balance of the Loan, including any interest or penalties accrued, shall become immediately due and payable. Notwithstanding, the City may, at its sole discretion, consent to the assignment of the Loan to a transferee prior to a transfer being completed. An assignment of the Loan shall require as a condition that the transferee enter into a new Loan Agreement with the City in relation to the balance of the Loan outstanding at the time of transfer of the Land, require the Assignor and Assignee to enter into an Assignment and Assumption Agreement in a form satisfactory to the City. The City may, at its sole discretion, consent to the postponement of the Loan charge registered on title to the Land in favour of another encumbrance on the condition that the total value of all registered mortgages and charges continues to not exceed 90% of the appraised value of the Land.

10. Termination: The parties acknowledge and agree that this Agreement and all obligations of the parties hereunder, excluding those which expressly survive this Agreement, shall be terminated upon the repayment in full of the Loan, together with any and all interest or penalties accrued, if applicable, and the subsequent discharge of the charge registered against the Land. This Agreement may further be terminated upon the written agreement of the parties to same.

11. Default: Time shall be of the essence in this Agreement. Upon breach by the Borrower of any covenant, term, condition or requirement of this Agreement, or upon the Borrower becoming insolvent or making an assignment for the benefit of creditors, the Borrower shall be in default under this Agreement. Notice of such default shall be given in accordance with this Agreement and if the Borrower has not remedied such default within such time, as provided in the notice, the City may direct that the full amount of the balance owing on the Loan together with interest be immediately due and payable.

12. Enforcing Performance of Requirements: In addition to any remedy authorized or permitted by this Agreement or by law, the City may, in the event of a default by the Borrower under this Agreement, do such matter or thing at the Borrowers' expense to correct the default, and the City may recover the expense incurred in doing it by action, from any security posted by the Borrower, or by recovery in like manner as municipal taxes. No proceeding by the City under

this clause and no waiver under any provision of this Agreement shall prejudice the rights of the City in respect of any subsequent default by the Borrower under this Agreement. The rights of the City may be enforced by any remedy authorized or permitted by this Agreement or by law, and no such remedy shall be exclusive of or dependent on any other remedy.

13. Notice: Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to the Borrower at the municipal address of the Land, and in the case of notice given by the Borrower, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9. Notice shall conclusively be deemed to have been given on the day that the same is posted.

14. Separate Covenants: All of the provisions of this Agreement are, and are to be construed as, covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provision of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.

15. Entire Agreement: This agreement (including any Schedules, Exhibits and Attachments) shall constitute the entire agreement of the parties with respect to, and supersedes all prior written and oral agreements, understandings and negotiation with respect to, the subject matter hereof.

16. Number and Gender: This Agreement shall be read with all changes to gender required by the context.

IN WITNESS WHEREOF the City has executed this Agreement by its authorized officers and the Borrower has hereunto set its hand and seal, or hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

THE CORPORATION OF THE CITY OF LONDON
by its authorized officers:

We have the authority to bind the Corporation

XXXXXXXXXX

(seal)

Schedule "A"
DESCRIPTION OF THE LAND

Property Address: Street Address
Legal Description: [Lot/Part Lot/33R Plan/ etc.]
Place Type: [Name of Place Type, from London Plan]
Zoning: [Zone from Zoning By-law]

Number of "Additional Residential Units" on property: [1 / 2]

1. Description of ARU for this loan: [i.e. location within building, garage, etc].

<u>Current Property Indebtedness</u>	<u>Owed To</u>	<u>Amount To</u>
1 st Mortgage:	[Bank Name]	[\$_____]
2 nd Mortgage:		
Other encumbrances:		

Schedule "C"
LOAN REPAYMENT SCHEDULE

Total Loan Amount: \$ _____

Monthly Payment Amount: \$ _____.

First Payment Date: ____/____/____

Maturity Date: ____/____/____

1. The Loan shall be repaid in 108 equal monthly installments, commencing on the 1st anniversary of the date of advance in accordance with Section 2 of the Agreement.

2. The Loan shall be interest-free, save and except in relation to interest charged against late payments or default under this Loan as described in Sections 4 and 11 of the Agreement. Interest shall accrue against the balance of any late payments at a rate **1.25%**, calculated monthly. The interest rate payable for late payments or default under this Loan shall be calculated in the same manner as interest payable on the late payment of municipal property taxes.

3. The Borrower shall provide twelve (12) post-dated cheques for the monthly payment amount prior to the First Payment Date and provide a further twelve (12) post-dated cheques thirty (30) days prior to each subsequent anniversary of the First Payment Date until the termination of this Agreement. Monthly payments may be provided by another method of payment if approved by the City, in writing.

4. Full repayment of the Loan may be made at any time without penalty.

5. The parties may agree to vary the payment schedule of this Loan through mutual agreement, in writing.

Bill No. 141
2021

By-law No. C.P.-____-__

A by-law to exempt from Part-Lot Control, lands located at 2725 Asima Drive, legally described as Block 53 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 2725 Asima Drive, legally described as Block 53 in Registered Plan 33M-699, from Part Lot Control;

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

1. Block 53 in Registered Plan 33M-699, located at 2725 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 shall come into force when it is registered at the Land Registry Office.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 142
2021

By-Law No. C.P.-1357(_)-__

A by-law to amend the Downtown Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP.

WHEREAS subsection 28(4) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, enables the Council of a municipal corporation to adopt a community improvement plan for a community improvement project area;

AND WHEREAS the Council of The Corporation of the City of London has, by by-law, designated a community improvement project area identified as the Downtown community improvement project areas;

AND WHEREAS the Downtown community improvement project area is in conformity with *The London Plan*, 2016, the Official Plan for the City of London;

AND WHEREAS the Municipal Council of The Corporation of the City of London has, by by-law, adopted the Downtown Community Improvement Plan;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend the Downtown Community Improvement Plan to add an Appendix that sets out performance measures and indicators of success for the CIP;

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

1. Amendment No. __ to the Downtown Community Improvement Plan, as contained in the text attached hereto as Schedule “1” to this By-law being “Appendix to the Downtown Community Improvement Plan”, is hereby adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

**Amendment No. ____
to the
Downtown Community Improvement Plan**

A. Purpose of this Amendment

The purpose of this Amendment is to add an appendix to the Downtown Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs (Rehabilitation and Redevelopment Tax Grant, Residential Development Charges Grant, Façade Improvement Loan, and the Upgrade to Building Code Loan).

B. Location of this Amendment

This Amendment applies to all lands within the Downtown community improvement project areas.

C. Basis of the Amendment

The addition of an appendix to the Downtown Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs maintains the intent of the London Plan regarding the application of community improvement policies. The performance measures, indicators of success, and targets will allow Civic Administration to better measure the success of the loan and grant programs and put a better mechanism in place to help recommend future changes to the programs including scaling back or shifting priorities as targets are met.

D. The Amendment

The Downtown Community Improvement Plan is hereby amended as follows:

1. Schedule "1" – Appendix to the Downtown Community Improvement Plan is added as Appendix B to the Downtown Community Improvement Plan.

Schedule “1”

Appendix B: Performance Measures, Indicators of Success, and Targets

Appendix B outlines performance measures, indicators of success, and the related targets for the loan and grant programs available through the Downtown Community Improvement Plan.

These measures and indicators will:

- Assist Civic Administration with the management of the loan and grant programs
- Help determine if the loan and grant programs are being successful in achieving the objectives of the Downtown Community Improvement Plan and *The London Plan*
- Assist Civic Administration with providing recommendations to Municipal Council on when to reduce funding and/or amend or discontinue the loan and grant programs

Civic Administration may also recommend changes to the loan and grant programs through other mechanisms such as a Community Improvement Plan service review; however, these changes should only be recommended after consulting this Appendix and taking into consideration its contents.

The loan and grant programs mentioned in Appendix B may be reduced, amended, or discontinued at the direction of Municipal Council without amendment to the Downtown Community Improvement Plan.

The performance measures and indicators of success are:

- Residential population
- The assessment value of the properties in the community improvement project area
- Building façade condition
- The percentage of targeted uses in the community improvement project area
- A healthy ground floor vacancy rate
- The private sector investment generated by offering public sector loans for building improvements
- Number of loans issued per year

Population

Indicator

Residential population in the downtown.

Question

Has the downtown residential population grown enough to support the needs — both daily and long-term — of the residential and commercial community?

Why it Matters

The downtown in *The London Plan* is identified as becoming a neighbourhood rich with housing, services, and amenities targeted to serve a wide spectrum of lifestyles such as families, seniors, and young adults. The revitalization and regeneration of downtown and other urban neighbourhoods and inward and upward growth are key themes throughout *The London Plan*.

Strategic Direction 5 ‘Build a great neighbourhood’ of Our Move Forward: London’s Downtown Plan is to support the development of a larger residential community in the downtown to foster a local trade market to offer a diverse array of neighbourhood “daily needs” commercial enterprises.

Baseline (excluding Richmond Row)

- The 2016 Census of Canada indicated the population at 4,415 people
- The 2016 residential population density is 43.5 people / hectare
- The five-year residential population growth rate (2011 to 2016) is 10%

Targets

- A population of 12,000 people in the Downtown community improvement project area has been identified as the target needed to achieve a substantial residential population better able to support the area
- A population of 12,000 people is 118 people / hectare
- Five-year residential population growth:
 - 2016 to 2021: 25%
 - 2021 to 2026: 25%
 - 2026 to 2031: 15%

Considerations

The Protected Major Transit Station Areas reports presented in August 2020 and November 2020 at the Planning and Environment Committee contained forecasted density (residents and jobs combined per hectare) for the downtown up to 2034.

Based on that report and the City of London Population and Employment Growth Forecast by Traffic Zone data it uses, by 2034, the downtown is projected to have a population of 9,701 or a residential density of 79 people / hectare. Noting that the size of the downtown in the Protected Major Transit Station report is calculated by summing the area in hectares of the Traffic Zones that comprise the Downtown Place Type in *The London Plan* (122.6 hectares). Whereas the Downtown community improvement project area equals 101.4 hectares and a similar population of 9,700 would have a density of 96 people / hectare.

Changes to Grant Programs

The **Downtown Residential Development Charges Grant** program will reduce as follows as population targets are met, except that affordable housing units with an appropriate contribution agreement and/or Affordable Housing Community Improvement Plan loan agreement will remain eligible for a 100% Residential Development Charges Grant.

Table 1: Changes to Grant Level as Population Increases

Downtown Population	Residential DC Grant (%)
7,500	75%
9,000	50%

Downtown Population	Residential DC Grant (%)
10,500	25%
12,000	0%

As each population target is met as confirmed by Census of Canada data, a two-year grace period will be set before the grant percentage is reduced.

The trigger for a development project to be included in the program is the submission of a building permit application and the payment of the required development charges prior to the end of the grace period.

Upon reaching the final target population of 12,000, the Residential Development Charges Grant program will conclude. At that time, Civic Administration will make a recommendation if the grant program should continue for affordable housing units only.

The **Downtown Rehabilitation and Redevelopment Tax Grant Program** will continue to operate as outlined in the program guidelines until a population target of 12,000 is met.

When the above population target is met, the Level 3 grant for the development of vacant or cleared land will be reduced by 50% as shown below:

Table 2: Level 3 Grant (Vacant or Cleared Land)

Year	Existing	New
1	60%	30%
2	60%	30%
3	50%	25%
4	40%	20%
5	30%	15%
6	20%	10%
7	10%	5%
8	10%	5%
9	10%	5%
10	10%	5%

The Level 1 grant for properties designated under Part IV of the *Ontario Heritage Act* and the Level 2 grant for existing buildings will continue to offer the grant schedules as outlined in the program guidelines for the Downtown, unless modified through another mechanism such as a Community Improvement Plan service review.

Once the population target is met as confirmed by Census of Canada data, a two-year grace period will be set before the grant percentage is reduced.

The trigger for a development project to be included in the program is the submission of a building permit application prior to the end of the grace period.

Assessment Value

Indicator

The assessment value of the properties in the Downtown community improvement project area.

Question

Is the assessment value growing?

Why it Matters

An increasing assessment value can indicate that property values are increasing because of growth and investment in the community. This can help increase the tax base city-wide.

Baseline

Table 3: Downtown Baseline Assessment Value (2015 to 2019)

Year	Value (in millions)	Annual Growth Rate
2015	\$1,645.3	
2016	\$1,702.9	3.5%
2017	\$1,747.7	2.6%
2018	\$1,811.5	3.7%
2019	\$1,956.8	8.0%

Target

A 1% per year assessment value growth rate in the Downtown community improvement project area.

Considerations

None.

Changes to Grant Programs

Not applicable.

Façade Condition

Indicator

Building façade condition.

Question

Are building façades being improved and upgraded?

Why It Matters

A well-maintained building façade provides an interesting and aesthetically pleasing environment for people to enjoy while living in or visiting a neighbourhood. Further, the maintenance, improvement, and beautification of the exterior appearances of buildings is a key theme throughout the Downtown Community Improvement Plan. The intent of the community improvement policies in the *London Plan* are to stimulate private sector property maintenance, repair, rehabilitation, redevelopment, and other forms of private sector investment and reinvestment activity. Specific community improvement policies also help to foster the revitalization and continued improvement of the downtown. Community improvement policies also encourage the conservation, restoration, adaptive re-use, and improvement of cultural heritage resources — including the façades of any heritage resource.

Baseline

A façade condition evaluation tool is being developed to determine the baseline data. Baseline data will be collected in year one.

Target

90% of façade condition being rated ‘does not need improvement.’

Considerations

The evaluation of a façade’s condition will be subjective. Civic Administration is developing an internal review process using the façade condition evaluation tool to account for this subjectivity, including potentially having multiple individuals review the same façade independently and taking the average of the results as the final value.

It is also important to note that the façade condition evaluation tool is for purposes only related to the Façade Improvement Loan Program and does not replace or overrule the City of London’s Property Standards By-Law.

Many properties may also be subject to specific processes or guidelines including the Downtown Heritage Conservation District Plan Guidelines and the Heritage Alteration Permit process.

Some unique properties will not be subject to the façade condition review, for example, the London Courthouse at 80 Dundas Street.

Changes to Façade Improvement Loan Program

Civic Administration will complete a comprehensive review of façade condition on a biennial basis for the downtown.

Once the target is met for façade conditions that are rated ‘does not need improvement’, Civic Administration will begin to transition the loan program to:

- Focus on the areas in downtown that are rated needs improvement
- Focus on Dundas Place
- Focus on the parts of façades that are receiving the lowest scores (for example, upper façades, storefronts, or lighting)

Targeted Uses

Indicator

The percentage of ground floor targeted uses in the community improvement project area.

Question

Are the financial incentive programs being used to establish businesses and uses that are in line with the objectives of the Downtown CIP and Key Directions of *The London Plan*?

Why It Matters

Targeted uses are uses that are considered pedestrian generators by helping to increase the liveliness of a neighbourhood and encouraging shopping and eating in the Downtown. Common examples include, restaurants, retail stores, and personal services for the surrounding residential community and people who work in the area.

Targeted uses play an important role in the City's Loan programs. In the Downtown, only properties with a targeted use are eligible to receive a Forgivable Loan. *The London Plan* Key Direction #5 discusses building a mixed-use compact city - mixing stores, restaurants, clean industry, live-work arrangements, and services in ways that respect the character of neighbourhoods, while enhancing walkability and generating pedestrian activity. By incentivizing for targeted uses, the City can help achieve this direction.

Baseline

144 storefronts and properties were measured in the targeted area.

Three-year (2017-2019) average: 66.5%

2020 data was not collected due to the COVID-19 pandemic.

Targets

75% to trigger a refinement; 90% to eliminate programs

Considerations

To reach the proposed targets in the Downtown, properties that are consistently vacant will require targeted use tenants and non-targeted uses will need to be replaced with targeted-uses.

Changes to the Loan Programs

Civic Administration will complete a comprehensive review of the targeted area in the Downtown on a biennial basis to determine the number of properties with a targeted use on the ground floor.

Once the 90% target is met, eliminate the forgivable component of the loan programs. If the target is not met, continue the program, and refine the targeted area to encourage targeted uses where they are needed most.

Ground Floor Vacancy Rate

Indicator

A healthy ground floor vacancy rate in the Downtown.

Question

Are the loan programs being used to renovate properties to help reduce ground floor vacancies?

Why It Matters

A healthy ground floor vacancy rate indicates there is choice in the market for interested business owners to locate in the neighbourhood.

A high vacancy rate may create gaps in the streetscape with little to no “eyes on the street” to help reduce undesirable behaviour.

Baseline

Table 4: Downtown Baseline Ground Floor Vacancy Rate

CIP	2017	2018	2019	Average
Downtown	16.0%	N/A	14.1%	15.1%

2018 data was not collected due to resource constraints.

2020 data was not collected due to the COVID-19 pandemic.

Target

A ground floor vacancy rate below 9%.

Considerations

The COVID-19 pandemic is having a significant impact on businesses across the city.

Civic Administration notes that the loan programs may contribute to reducing ground floor vacancies for property owners who are interested and motivated in finding tenants; however, there are property owners that do not always have that motivation.

Baseline data is a “snap-shot” of ground floor vacancies on the day the surveying was done.

Changes to the Loan Programs

Civic Administration will complete a comprehensive review of the ground floor businesses in the Downtown on a biennial basis to determine the number of properties with a vacant ground floor.

If the target is not met, continue the program, and refine the loan programs to target areas of the Downtown seeing the highest level of vacancies, prior to the adoption of the 2024-2027 Multi-Year Budget.

If the target is met, focus the loan programs to ensure the ground floor businesses are filled with targeted uses.

Existing Loan Measures

Indicators

1. The private sector investment generated by offering public sector loans for building improvements
2. Number of loans issued per year

Questions

1. Are the loan programs generating a positive rate of return and incentivizing property owners to invest?
2. Are property owners and tenants continuing to use the loans?

Why It Matters

The City's Façade Improvement Loan and Upgrade to Building Code Loan offer private property owners access to inexpensive funding (0% interest) to incentivize them to improve their properties.

Quality facades and storefronts will help conserve the built heritage and form of the downtown. Renovating facades, storefronts, roofs, and interiors will help ensure a buildings long-term viability. Renovated buildings may result in less vacancies.

Baseline

The minimum ratio is \$2 invested by the private sector for \$1 invested by the City.

The loan values were increased beginning in 2018 to reflect the increase in construction costs for renovation projects but this increase in loan value has a negative impact on the ratio. For example, prior to 2018, a \$200,000 investment in interior upgrades would result in a maximum \$50,000 loan for a 4.0 ratio, whereas post-2018, a \$200,000 investment would result in a \$100,000 loan for a 2.0 ratio.

Table 5: Upgrade to Building Code Loans for Old East Village and Downtown (2015 to 2020)

Year	Ratio	# of Loans Issued
2015	3.7:1	12
2016	2.5:1	12
2017	2.0:1	6
2018	2.8:1	10
2019	2.2:1	14
2020	2.7:1	12
AVG	2.7:1	11

Table 6: Façade Improvement Loans for Old East Village and Downtown (2015 to 2020)

Year	Ratio	# of loans issued
2015	2.8:1	7
2016	3.6:1	7
2017	2.0:1	1
2018	2.1:1	8
2019	2.8:1	6
2020	2.5:1	3
AVG	2.6:1	5

Targets

1. A minimum of \$2.8 to \$1 for both loan programs (same as the Core Area Action Plan)
2. A minimum of nine (9) loans issued per year in total in the Downtown

Considerations

Though Civic Administration continues to meet with prospective applicants, the number of new applications has declined in 2020-21, likely due to the COVID-19 pandemic.

Changes to the Loan Programs

Not applicable at this time, but up-take of both loan programs is constantly monitored. If up-take of the loan programs begins to decline and remain low in the Downtown, as part of the Community Improvement Plan service review for the 2024-2027 Multi-Year Budget and future service reviews, Civic Administration will consider:

- Refining the loan programs to tackle other City priorities (for example, building retrofits to address climate change)
- Focusing the loan programs on areas of the downtown that have seen little up-take
- Removing a loan program from the downtown

Bill No. 143
2021

By-Law No. C.P.-1444(__)-__

A by-law to amend the Old East Village Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP.

WHEREAS subsection 28(4) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, enables the council of a municipal corporation to adopt a community improvement plan for a community improvement project area;

AND WHEREAS the Council of The Corporation of the City of London has, by by-law, designated a community improvement project area identified as the Old East Village community improvement project area;

AND WHEREAS the Old East Village community improvement project area is in conformity with *The London Plan*, 2016, the Official Plan for the City of London;

AND WHEREAS the Municipal Council of The Corporation of the City of London has, by by-law, adopted the Old East Village Community Improvement Plan;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend the Old East Village Community Improvement Plan to add an Appendix that sets out performance measures and indicators of success for the CIP;

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

1. Amendment No. __ to the Old East Village Community Improvement Plan, as contained in the text attached hereto as Schedule "1" to this By-law being "Appendix to the Old East Village Community Improvement Plan", is hereby adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

**Amendment No. ____
to the
Old East Village Community Improvement Plan**

A. Purpose of this Amendment

The purpose of this Amendment is to add an appendix to the Old East Village Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs (Rehabilitation and Redevelopment Tax Grant, Residential Development Charges Grant, Façade Improvement Loan, and the Upgrade to Building Code Loan).

B. Location of this Amendment

This Amendment applies to all lands within the Old East Village community improvement project area.

C. Basis of the Amendment

The addition of an appendix to the Old East Village Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs maintains the intent of the London Plan regarding the application of community improvement policies. The performance measures, indicators of success, and targets will allow Civic Administration to better measure the success of the loan and grant programs and put a better mechanism in place to help recommend future changes to the programs including scaling back or shifting priorities as targets are met.

D. The Amendment

The Old East Village Community Improvement Plan is hereby amended as follows:

1. Schedule "1" – Appendix to the Old East Village Community Improvement Plan is added as Appendix A to the Old East Village Community Improvement Plan.

Schedule “1”

Appendix A: Performance Measures, Indicators of Success, and Targets

Appendix A outlines performance measures, indicators of success, and the related targets for the loan and grant programs available through the Old East Village Community Improvement Plan.

These measures and indicators will:

- Assist Civic Administration with the management of the loan and grant programs
- Help determine if the loan and grant programs are being successful in achieving the objectives of the Old East Village Community Improvement Plan and the policies of *The London Plan*
- Assist Civic Administration with providing recommendations to Municipal Council on when to reduce funding and/or amend or discontinue the loan and grant programs

Civic Administration may also recommend changes to the loan and grant programs through other mechanisms such as a Community Improvement Plan service review; however, these changes should only be recommended after consulting this Appendix and taking into consideration its contents.

The loan and grant programs mentioned in Appendix A may be reduced, amended, or discontinued at the direction of Municipal Council without amendment to the Old East Village Community Improvement Plan.

The performance measures and indicators of success are:

- Residential population
- The assessment value of the properties in the community improvement project area
- Building façade condition
- The percentage of targeted uses in the community improvement project area
- A healthy ground floor vacancy rate
- The private sector investment generated by offering public sector loans for building improvements
- Number of loans issued per year

Population

Indicator

Residential population in the Old East Village.

Question

Has the Old East Village residential population grown enough to support the needs — both daily and long-term — of the residential and commercial community?

Why it Matters

The Old East Village in *The London Plan* is identified as a Rapid Transit Corridor Main Street segment. Main Street segments will continue to provide local shopping and commercial options so that residents can walk to meet their daily needs. The *Old East Village Dundas Street Corridor Secondary Plan* area is envisioned as a vibrant commercial core with a unique heritage character that serves as a community hub for residents and draws visitors as a distinct destination.

Baseline

- The 2016 Census of Canada indicated the population at 1,059
- The 2016 residential population density is 64.2 people / hectare
- The five-year residential population growth rate (2011 to 2016) is 85.8%

Targets

- A population of 3,500 people in the Old East Village community improvement project area has been identified as the target needed to achieve a substantial residential population better able to support the Dundas Street commercial corridor
- A population of 3,500 people is 212 people / hectare
- Five-year residential population growth:
 - 2016 to 2021: 25%
 - 2021 to 2026: 25%
 - 2026 to 2031: 25%

Changes to Grant Programs

The **Old East Village Residential Development Charges Grant** program will reduce as follows as population targets are met, except that affordable housing units with an appropriate contribution agreement and/or Affordable Housing Community Improvement Plan loan agreement will remain eligible for a 100% Residential Development Charges Grant.

Table 1: Changes to Grant Level as Population Increases

Old East Village Population	Residential DC Grant (%)
2,000	75%
2,500	50%
3,000	25%
3,500	0%

As each population target is met as confirmed by Census of Canada data, a two-year grace period will be set before the grant percentage is reduced.

The trigger for a development project to be included in the program is the submission of a building permit application and the payment of the required development charges prior to the end of the grace period.

Upon reaching the final target population of 3,500, the Residential Development Charges Grant program will conclude. At that time, Civic Administration will make a recommendation if the grant program should continue for affordable housing units only.

The **Old East Village Rehabilitation and Redevelopment Tax Grant Program** will continue to operate as outlined in the program guidelines until a population target of 3,500 is met.

When the above population target is met, the Level 3 grant for the development of vacant or cleared land will be reduced by 50% as shown below:

Table 2: Level 3 Grant (Vacant or Cleared Land)

Year	Existing	New
1	60%	30%
2	60%	30%
3	50%	25%
4	40%	20%
5	30%	15%
6	20%	10%
7	10%	5%
8	10%	5%
9	10%	5%
10	10%	5%

The Level 1 grant for properties designated under Part IV of the *Ontario Heritage Act* and the Level 2 grant for existing buildings will continue to offer the grant schedules as outlined in the program guidelines for the Old East Village, unless modified through another mechanism such as a Community Improvement Plan service review.

Once the population target is met as confirmed by Census of Canada data, a two-year grace period will be set before the grant percentage is reduced.

The trigger for a development project to be included in the program is the submission of a building permit application prior to the end of the grace period.

Assessment Value

Indicator

The assessment value of the properties in the Old East Village community improvement project area.

Question

Is the assessment value growing?

Why it Matters

An increasing assessment value can indicate that property values are increasing because of growth and investment in the community. This can help increase the tax base city-wide.

Baseline

Table 3: Old East Village Baseline Assessment Value (2015 to 2019)

Year	Value (in millions)	Annual Growth Rate
2015	\$86.4	
2016	\$92.6	7.2%
2017	\$137.3	48.3%
2018	\$126.8	-7.6%
2019	\$132.4	4.4%

Target

A 1% per year assessment value growth rate in the Old East Village community improvement project area.

Considerations

None.

Changes to Grant Programs

Not applicable.

Façade Condition

Indicator

Building façade condition.

Question

Are building façades being improved and upgraded?

Why It Matters

A well-maintained building façade provides an interesting and aesthetically pleasing environment for people to enjoy while living in or visiting a neighbourhood. Further, the maintenance, improvement, and beautification of the exterior appearances of buildings is a key theme throughout the Old East Village Community Improvement Plan. The intent of the community improvement policies in the *London Plan* are to stimulate private sector property maintenance, repair, rehabilitation, redevelopment, and other forms of private sector investment and reinvestment activity. Community improvement policies also encourage the conservation, restoration, adaptive re-use, and improvement of cultural heritage resources — including the façades of any heritage resource.

Baseline

A façade condition evaluation tool is being developed to determine the baseline data. Baseline data will be collected in year one.

Target

90% of façade condition being rated ‘does not need improvement.’

Considerations

The evaluation of a façade’s condition will be subjective. Civic Administration is developing an internal review process using the façade condition evaluation tool to account for this subjectivity, including potentially having multiple individuals review the same façade independently and taking the average of the results as the final value.

It is also important to note that the façade condition evaluation tool is for purposes only related to the Façade Improvement Loan Program and does not replace or overrule the City of London’s Property Standards By-Law.

Many properties may also be subject to specific processes or guidelines including the Old East Village Commercial Corridor Design Guidelines or a Heritage Alteration Permit process.

Some unique properties will not be subject to the façade condition review.

Changes to Façade Improvement Loan Program

Civic Administration will complete a comprehensive review of façade condition on a biennial basis for the Old East Village.

Once the target is met for façade conditions that are rated ‘does not need improvement’, Civic Administration will begin to transition the loan program to:

- Focus on the areas in Old East Village that are rated needs improvement
- Focus on the parts of façades that are receiving the lowest scores (for example, upper façades, storefronts, or lighting)

Targeted Uses

Indicator

The percentage of ground floor targeted uses in the community improvement project area.

Question

Are the financial incentive programs being used to establish businesses and uses that are in line with the objectives of the Old East Village CIP and Key Directions of *The London Plan*?

Why It Matters

Targeted uses are uses that are considered pedestrian generators by helping to increase the liveliness of a neighbourhood and encouraging shopping and eating in the Old East Village. Common examples include, restaurants, retail stores, and personal services for the surrounding residential community and people who work in the area.

Targeted uses play an important role in the City's Loan programs. In the Old East Village, only properties with a targeted use are eligible to receive a Forgivable Loan. *The London Plan* Key Direction #5 discusses building a mixed-use compact city - mixing stores, restaurants, clean industry, live-work arrangements, and services in ways that respect the character of neighbourhoods, while enhancing walkability and generating pedestrian activity. By incentivizing for targeted uses, the City can help achieve this direction.

Baseline

165 storefronts and properties were measured in the targeted area.

Two-year (2017 & 2019) average: 53.4%

2018 data was not collected due to resource constraints.

2020 data was not collected due to the COVID-19 pandemic.

Targets

70% to trigger a refinement; 90% to eliminate programs

Considerations

To reach the proposed targets in the Old East Village, properties that are consistently vacant will require targeted use tenants, non-targeted uses will need to be replaced with targeted-uses, and numerous residential only buildings existing in the commercial corridor will need to be converted to include a ground floor targeted commercial use. Alternatively, existing ground floor residential uses could be removed from the calculation if Civic Administration is okay with the residential uses remaining.

Changes to the Loan Programs

Civic Administration will complete a comprehensive review of the targeted area in the Old East Village on a biennial basis to determine the number of properties with a targeted use on the ground floor.

Once the 90% target is met, eliminate the forgivable component of the loan programs. If the target is not met, continue the program, and refine the targeted area to encourage targeted uses where they are needed most.

Ground Floor Vacancy Rate

Indicator

A healthy ground floor vacancy rate in the Old East Village.

Question

Are the loan programs being used to renovate properties to help reduce ground floor vacancies?

Why It Matters

A healthy ground floor vacancy rate indicates there is choice in the market for interested business owners to locate in the neighbourhood.

A high vacancy rate may create gaps in the streetscape with little to no “eyes on the street” to help reduce undesirable behaviour.

Baseline

Table 4: Old East Village Baseline Ground Floor Vacancy Rate

CIP	2017	2018	2019	Average
Old East Village	16.0%	N/A	14.1%	15.1%

2018 data was not collected due to resource constraints.

2020 data was not collected due to the COVID-19 pandemic.

Target

A ground floor vacancy rate below 9%.

Considerations

The COVID-19 pandemic is having a significant impact on businesses across the city.

Civic Administration notes that the loan programs may contribute to reducing ground floor vacancies for property owners who are interested and motivated in finding tenants; however, there are property owners that do not always have that motivation.

Baseline data is a “snap-shot” of ground floor vacancies on the day the surveying was done.

Changes to the Loan Programs

Civic Administration will complete a comprehensive review of the ground floor businesses in the Old East Village on a biennial basis to determine the number of properties with a vacant ground floor.

If the target is not met, continue the program, and refine the loan programs to target areas of the Old East Village seeing the highest level of vacancies, prior to the adoption of the 2024-2027 Multi-Year Budget.

If the target is met, focus the loan programs to ensure the ground floor businesses are filled with targeted uses.

Existing Loan Measures

Indicators

1. The private sector investment generated by offering public sector loans for building improvements
2. Number of loans issued per year

Questions

1. Are the loan programs generating a positive rate of return and incentivizing property owners to invest?
2. Are property owners and tenants continuing to use the loans?

Why It Matters

The City's Façade Improvement Loan and Upgrade to Building Code Loan offer private property owners' access to inexpensive funding (0% interest) to incentivize them to improve their properties.

Quality facades and storefronts will help conserve the built heritage and form of the Old East Village. Renovating facades, storefronts, roofs, and interiors will help ensure a buildings long-term viability. Renovated buildings may result in less vacancies.

Baseline

The minimum ratio is \$2 invested by the private sector for \$1 invested by the City.

The loan values were increased beginning in 2018 to reflect the increase in construction costs for renovation projects but this increase in loan value has a negative impact on the ratio. For example, prior to 2018, a \$200,000 investment in interior upgrades would result in a maximum \$50,000 loan for a 4.0 ratio, whereas post-2018, a \$200,000 investment would result in a \$100,000 loan for a 2.0 ratio.

Table 5: Upgrade to Building Code Loans for Old East Village and Downtown (2015 to 2020)

Year	Ratio	# of Loans Issued
2015	3.7:1	12
2016	2.5:1	12
2017	2.0:1	6
2018	2.8:1	10
2019	2.2:1	14
2020	2.7:1	12
AVG	2.7:1	11

Table 6: Façade Improvement Loans for Old East Village and Downtown (2015 to 2020)

Year	Ratio	# of loans issued
2015	2.8:1	7
2016	3.6:1	7
2017	2.0:1	1
2018	2.1:1	8
2019	2.8:1	6
2020	2.5:1	3
AVG	2.6:1	5

Targets

1. A minimum of \$2.8 to \$1 for both loan programs (same as the Core Area Action Plan)
2. A minimum of six (6) loans issued per year in total in the Old East Village

Considerations

Though Civic Administration continues to meet with prospective applicants, the number of new applications has declined in 2020-21, likely due to the COVID-19 pandemic.

Changes to the Loan Programs

Not applicable at this time, but up-take of both loan programs is constantly monitored. If up-take of the loan programs begins to decline and remain low in the Old East Village, as part of the Community Improvement Plan service review for the 2024-2027 Multi-Year Budget and future service reviews, Civic Administration will consider:

- Refining the loan programs to tackle other City priorities (for example, building retrofits to address climate change)
- Focusing the loan programs on areas of the Old East Village that have seen little up-take
- Removing a loan program from the Old East Village

Bill No. 144
2021

By-law No. C.P.-1284(____)-____

A by-law to amend the Official Plan for the City of London, 1989, relating to 1153-1155 Dundas Street.

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

1. Amendment No. ____ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

**Amendment No. ____
to the
Official Plan for the City of London**

A. Purpose of this Amendment

The purpose of this Amendment is to change the designation of certain lands described herein from Light Industrial (LI) to Main Street Commercial Corridor (MSCC) on Schedule "A", Land Use, to the Official Plan for the City of London.

B. Location of this Amendment

1. This Amendment applies to lands located at 1153-1155 Dundas Street in the City of London.

C. Basis of the Amendment

The site-specific amendment allows for a mix of uses. The change in land use is appropriate for the site and compatible with the surrounding neighbourhood.

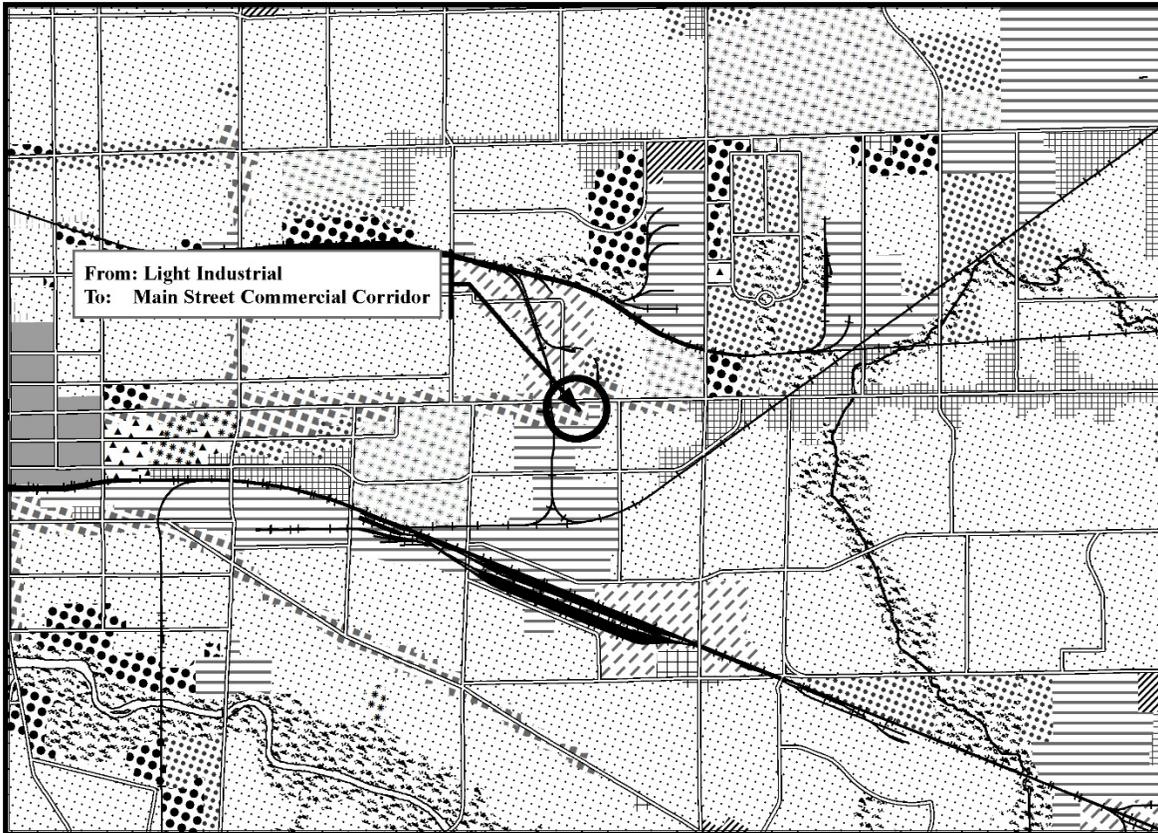
D. The Amendment

The Official Plan for the City of London is hereby amended as follows:

1. Schedule "A", Land Use, to the Official Plan for the City of London Planning Area is amended by designating those lands located at 1153-1155 Dundas Street in the City of London, as indicated on Schedule "1" attached hereto from Light Industrial to Main Street Commercial Corridor.

Schedule "1"

AMENDMENT NO:



Legend

Downtown	Multi-Family, Medium Density Residential	Office Business Park
Wonderland Road Community Enterprise Corridor	Low Density Residential	General Industrial
Enclosed Regional Commercial Node	Office Area	Light Industrial
New Format Regional Commercial Node	Office/Residential	Commercial Industrial
Community Commercial Node	Regional Facility	Transitional Industrial
Neighbourhood Commercial Node	Community Facility	Rural Settlement
Main Street Commercial Corridor	Open Space	Environmental Review
Auto-Oriented Commercial Corridor	Urban Reserve - Community Growth	Agriculture
Multi-Family, High Density Residential	Urban Reserve - Industrial Growth	Urban Growth Boundary

This is an excerpt from the Planning Division's working consolidation of Schedule A to the City of London Official Plan, with added notations.

<p align="center">SCHEDULE A TO OFFICIAL PLAN</p> <p align="center">AMENDMENT NO.</p> <p>PREPARED BY: City Planning</p>	<p align="center"> Scale 1:30,000 0 150 300 600 900 1200 1500 Meters </p>	<p>FILE NUMBER: Z-9198</p> <p>PLANNER: LDS</p> <p>TECHNICIAN: JTS</p> <p>DATE: 2020/08/18</p>
--	---	---

PROJECT LOCATION: E:\Planning\Projects\p_officialplan\work\consolidations\amendments\Z-9198

Bill No. 145
2021

By-law No. L.S.P.- _____ - _____

A by-law to designate 3303 Westdel Bourne be
of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 3303 Westdel Bourne has been duly published and served;

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

1. The real property at 3303 Westdel Bourne, more particularly described in Schedule "A" attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule "B" attached hereto.
2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.
3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.
4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

SCHEDULE “A”
To By-law No. L.S.P.-_____

Legal Description

LT 22 RCP 423; DELAWARE TWP

SCHEDULE “B”
To By-law No. L.S.P.-_____

Statement for Designation

3303 Westdel Bourne is located on the west side of Westdel Bourne, North of Deadman’s Road in London, Ontario. The property at 3303 Westdel Bourne includes a farmhouse, three barns, and a shed.

The farmhouse located at 3303 Westdel Bourne was built in 1877 in the Italianate style. The farmhouse is a two storey, buff brick, asymmetrical farmhouse, with a complex massing. The farmhouse has one projecting and one recessed bay and a one storey buff brick wing in the rear. The building is capped by a hipped roof that form a flat roof at its peak. Two single-stacked buff brick chimneys flank the north and west slopes of the roof. The two storey portion of the house has return eaves as well as tongue and groove soffits. Decorative paired brackets, that are a defining element of the Italianate style, are found around the entire house.

The building has an asymmetrical façade that is comprised of one recessed bay and one projecting bay. The projecting bay is highlighted by the decorative bargeboard on the front gable and an oculus window in the gable’s centre. On the main floor, an entry door is located in the recessed bay. The door itself has been replaced, but the original opening has been retained. Two fixed windows in the central bay are now in the place of the original door, and the segmented arch transom with decorative etched glass. The etched glass shows a floral motif surrounding a bird.

Brick voussoirs with contrasting mortar appear above every original window and door opening. Many windows tall, narrow and in pairs with segmented arch openings. Although all the windows appear to have been replaced, the replacement windows are wood and maintain their openings. The original cast stone sills can be found below each window. The buff brick is laid in a common bond pattern and the foundation is field stone with coursing detail.

The ell shaped wrap-around verandah is covered by a hipped roof and supported by decorative chamfered posts. The chamfered posts are connected to a concrete base with pressed design and are topped with capitals connected to fluted brackets. Each fluted bracket connects to a pierced panels supported by a decorative bracket. Spandrels extend around the verandah with a centre decorative bracket attached below.

Barn 1

Barn 1 is the largest of the barns located on the property at 3303 Westdel Bourne. Barn 1 is in the Bank Barn style as the lower level housed animals and the upper level served as storage (Appendix C, see Barn 1). The foundation of the barn has been poured in concrete and has a number of openings for multi-pane windows. The barn is a timber frame with a gable roof covered in corrugated metal and vertical barn board siding. The beams in the barn are a mix of hand hewed and machine cut. The beams in the barn are a mix of hand hewed and machine cut with a typical diagonal post and beam brace connection. The beams are connected to the post with mortise-and-tenon joints. The beams on the first level are notched into the top of the foundation wall. A reinforced concrete silo is connected to the north façade of the barn.

A barn hill is connected to the east façade of Barn 1. The barn hill appears to have a root cellar that has been poured and altered, an open space in the middle – known as a “walk way”, and field stones making up the rest of the barn hill.

Barn 2 & 3

Barn 2 and Barn 3 is just south west of the Barn 1. Similar to Barn 1 the barns are also a timber frame with a gable roof and vertical barn board siding. The beams in the barn are a mix of hand hewed and machine cut with a typical diagonal post and beam brace

connection. The beams are connected to the post with mortise-and-tenon joints. The only difference is that Barn 3 sits on top of concrete piers.

Shed

The shed is a vernacular in form with timber framing and a corrugated metal roof. What is suspected to be a dog house is connected to the south façade.

Statement of Cultural Heritage Value or Interest

The property at 3303 Westdel Bourne includes a farmhouse which is a representative example of a farmhouse in Italianate style within the former Delaware Township. The farmhouse displays many of the elements commonly found on building in the Italianate style, including the most defining element of the style, paired brackets. The farmhouse also has narrow segmented arched windows, paired windows, hipped roof, wide overhanging eaves, and a projecting bay with gable and oculus window. The decorative details of the wrap-around verandah details displays a high degree of craftsmanship when comparing two other Italianate style farmhouses in the former Delaware Township.

Barn 1 (the largest barn) located on the property at 3303 Westdel Bourne is a rare and representative example of the bank barn as it has a timber frame structure with mortise and tenon joints, a gable roof, concrete foundation, and has vertical “barn board” cladding. Barn 1 is rare because it retains its barn hill, which has both a root cellar and a walk way underneath the ball hill.

The farmhouse on the property located at 3303 Westdel Bourn displays a high degree of craftsmanship. Elements that display a high degree of craftsmanship include, the contrasting mortar in the brick voussoirs, the etched glass transom window, but particularly, elements of the verandah. The ell shaped wrap-around verandah is covered by a hipped roof and supported by decorative chamfered posts. The chamfered posts are connected to a concrete base with pressed design and are topped with capitals connected to fluted brackets. Each fluted bracket connects to a pierced panels supported by a decorative bracket. Spandrels extend around the verandah with a centre decorative bracket attached below.

The property located at 3303 Westdel Bourne is significantly associated with the Ireland family. The Ireland family is one of the earliest settlers to the Delaware Township area and the property was farmed by the family for 141 years. The Ireland's were active community members throughout the 141 years. George and Clementine Ireland were active members of the Kilworth United Church (2442 Oxford Street). Walter Ireland and his family were known for growing vegetables and apples, which they sold at the Covent Garden Market in London (Grainger 2006, 283). Also, Maggie Ireland and Marian Ireland were active member of the Women's Institute

The area of the former Delaware Township is evolving and developing with modern residential developments to the north and south of the subject property. The farmhouse and Barn 1 are important in defining and maintaining the historic agricultural character of the area that developed in the early to late nineteenth century. Retaining the farmhouse and Barn 1 provides a tangible link to the historic agricultural character of this area. The prominent design values of the farmhouse and Barn 1 allows it to define this character. The farmhouse and Barn 1 communicates the history of a family who immigrated to Delaware Township, farmed their property, and sold their produce at the Covent Garden Market in London. The property at 3303 Westdel Bourne is important in defining the character of the Delaware Township area.

Heritage Attributes

The heritage attributes which support or contribute to the cultural heritage value or interest of the property at 3303 Westdel Bourne include:

Farmhouse

- Form, scale, and massing of the two storey buff brick farmhouse
- Setback of the farmhouse from Westdel Bourne;
- Orientation of the farmhouse with its broadest façade towards Westdel Bourne;
- Buff brick in a common bond pattern;
- Two stacked buff brick chimneys;

- Asymmetrical, staggered three-bay façade;
- Hipped roof with front gable ;
- Decorative bargeboard on the front gable and an oculus window in the gable's centre of the projecting bay ;
- Paired wood brackets at the eaves;
- Wood soffits
- Segmented arch window openings with brick voussoirs with contrasting red mortar;
- Original main door opening with a segmented arch transom with decorative etched glass with floral and bird motif;
- Cast stone sills;
- Field stone foundation with coursing detail;
- The ell shaped wrap around verandah is covered by a hipped roof and supported by decorated chamfered posts;
 - The posts are topped with capitals that connect to fluted brackets;
 - Connected to each bracket is a pierced panel with an out bracket below;
 - A spandrel, with a decorative bracket attached below in the centre, connects the pierced panels together;
 - The base of the verandah is concrete with a pressed design

Barn 1

- Form, scale, and massing of the two level, timber frame barn;
- Relationship to the farmhouse;
- Parged concrete foundation with a number of openings for multi-pane windows;
- Gable roof covered in corrugated metal;
- Vertical barn board siding;
- Mix of hand hewed and machine cut beams connected to the post with mortise-and-tenon joints;
- A reinforced concrete silo is connected to the north façade of the barn;
- A barn hill is connected to the east façade;
 - The form, scale, and massing;
 - Suspected root cellar that has been parged on the exterior; and
 - An open space in the middle of the barn hill – known as a “walk way”.

Bill No. 146
2021

By-law No. PS-113-21_____

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. **No Stopping**

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Brydges Street	South	Highbury Avenue N	153 m west	Anytime

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Brydges Street	Both	Egerton Street	Highbury Avenue N	Anytime

2. **No Parking**

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Brydges Street	North	Egerton Street	A point 22 m east of Ashland Avenue	Anytime

3. **Limited Parking**

Schedule 6 (Limited Parking) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Street	Column 2 Side	Column 3 Area	Column 4 Time	Column 5 Period
Brydges Street	North	Ashland Avenue to Highbury Avenue N	8:00 a.m. to 6:00 p.m.	2 Hours

4. **Reserved Lanes**

Schedule 9.1 (Reserved Lanes) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Highways	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction	Column 6 Class/Type of Vehicle
Brydges Street	Egerton Street to Highbury Avenue N	1 st Lane from south	Anytime	Eastbound	Bicycle
Brydges Street	Highbury Avenue N to Egerton Street	1 st Lane from north	Anytime	Westbound	Bicycle

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

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 147
2021

By-law No. PS-113-21_____

A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London."

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. No Stopping

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
English Street	Both	Dundas Street	Queens Avenue	Anytime

2. No Parking

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
English Street	West	A point 45 m north of Dundas Street	Dundas Street	Anytime
English Street	East	Central Avenue	Dundas Street	Anytime

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
English Street	East	Queens Avenue	Central Avenue	Anytime

3. Limited Parking

Schedule 6 (Limited Parking) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Street	Column 2 Side	Column 3 Area	Column 4 Time	Column 5 Period
English Street	West	Queens Avenue to Dundas Street	8:00 a.m. to 6:00 p.m.	1 Hour

4. Reserved Lanes

Schedule 9.1 (Reserved Lanes) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Highways	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction	Column 6 Class/Type of Vehicle
English Street	Dundas Street to Queens Avenue	1 st Lane from east	Anytime	Northbound	Bicycle
English Street	Queens Avenue to Dundas Street	1 st Lane from west	Anytime	Southbound	Bicycle

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

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 148
2021

By-law No. PS-113-21_____

A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London."

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. Loading Zones

Schedule 5 (Loading Zones) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Street	Column 2 Side	Column 3 Area	Column 5 Time
Dundas Street	North	From a point 18 m east of Talbot Street to point 38 m east of Talbot Street	7:00 a.m. to 11:00 a.m.
Dundas Street	North	From a point 31 m east of Richmond Street to a point 44 m east of Richmond Street	

2. Limited Parking

Schedule 6 (Limited Parking) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Street	Column 2 Side	Column Area	Column 4 Time	Column 5 Period
Dundas Street	North	A point 35 m east of Ridout Street N to a point 46 m east of Ridout Street N	8:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 75 m west of Talbot Street to a point 19 m west of Talbot Street	8:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 18 m east of Talbot Street to a point 38 m east of Talbot Street	11:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 53 m east of Richmond Street to a point 86 m east of Richmond Street	8:00 a.m. to 6:00 p.m.	1 Hour

Column 1 Street	Column 2 Side	Column Area	Column 4 Time	Column 5 Period
Dundas Street	North	A point 20 m east of Clarence Street to a point 40 m east of Clarence Street	8:00 a.m. to 6:00 p.m.	1 Hour

3. Prohibited Turns

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Dundas Street with Clarence Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Clarence Street	Eastbound & Westbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Richmond Street	Eastbound & Westbound	Left
Dundas Street with Richmond Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Clarence Street with Dundas Street	Northbound	Left (Bicycles Exempted)
Clarence Street with Dundas Street	Southbound	Right (Bicycles Exempted)
Dundas Street with Clarence Street	Eastbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Dundas Street with Clarence Street	Eastbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Dundas Street with Richmond Street	Eastbound	Left (Bicycles Exempted)
Dundas Street with Richmond Street	Eastbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Talbot Street with Dundas Street	Northbound	Left (Bicycles Exempted)
Talbot Street with Dundas Street	Southbound	Right (Bicycles Exempted)

4. Reserved Lanes

Schedule 9.1 (Reserved Lanes) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Highways	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction	Column 6 Class/Type of Vehicle
Dundas Street	Ridout Street N to Wellington Street	1 st lane from North	Anytime	Westbound	Bicycle
Dundas Street	Ridout Street N to Wellington Street	2 nd lane from North	Anytime	Eastbound	Bicycle

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

PASSED in Open Council on April 13, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 149
2021

By-law No. PS-113-21_____

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. Loading Zones

Schedule 5 (Loading Zones) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 Side	Column 3 Area	Column 5 Time
Dundas Street	North	From a point 18 m east of Talbot Street to point 38 m east of Talbot Street	7:00 a.m. to 11:00 a.m.
Dundas Street	North	From a point 31 m east of Richmond Street to a point 44 m east of Richmond Street	

2. Limited Parking

Schedule 6 (Limited Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 Side	Column 3 Area	Column 4 Time	Column 5 Period
Dundas Street	North	A point 35 m east of Ridout Street N to a point 46 m east of Ridout Street N	8:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 75 m west of Talbot Street to a point 19 m west of Talbot Street	8:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 18 m east of Talbot Street to a point 38 m east of Talbot Street	11:00 a.m. to 6:00 p.m.	1 Hour
Dundas Street	North	A point 53 m east of Richmond Street to a point 86 m east of Richmond Street	8:00 a.m. to 6:00 p.m.	1 Hour

Column 1 Street	Column 2 Side	Column 3 Area	Column 4 Time	Column 5 Period
Dundas Street	North	A point 20 m east of Clarence Street to a point 40 m east of Clarence Street	8:00 a.m. to 6:00 p.m.	1 Hour

3. Prohibited Turns

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Clarence Street with Dundas Street	Northbound	Left (Bicycles Exempted)
Clarence Street with Dundas Street	Southbound	Right (Bicycles Exempted)
Dundas Street with Clarence Street	Eastbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Dundas Street with Clarence Street	Eastbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Dundas Street with Richmond Street	Eastbound	Left (Bicycles Exempted)
Dundas Street with Richmond Street	Eastbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday) Bicycles Exempted
Talbot Street with Dundas Street	Northbound	Left (Bicycles Exempted)
Talbot Street with Dundas Street	Southbound	Right (Bicycles Exempted)

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Dundas Street with Clarence Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Clarence Street	Eastbound & Westbound	Left (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)
Dundas Street with Richmond Street	Eastbound & Westbound	Left
Dundas Street with Richmond Street	Eastbound & Westbound	Right (7:00 a.m. to 9:00 a.m. & 3:00 p.m. to 6:00 p.m. Monday- Friday)

4. Reserved Lanes

Schedule 9.1 (Reserved Lanes) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Highways	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction	Column 6 Class/Type of Vehicle
Dundas Street	Ridout Street N to Wellington Street	1 st lane from North	Anytime	Westbound	Bicycle
Dundas Street	Ridout Street N to Wellington Street	2 nd lane from North	Anytime	Eastbound	Bicycle

This by-law comes into force and effect December 31, 2021.

PASSED in Open Council on April 13, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 150
2021

By-law No. S.-_____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road East, west of Phillbrook Drive)

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

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public as widening to Fanshawe Park Road East, west of Phillbrook Drive, namely:

“Part of Lot 14, Concession 5, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20164.”

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

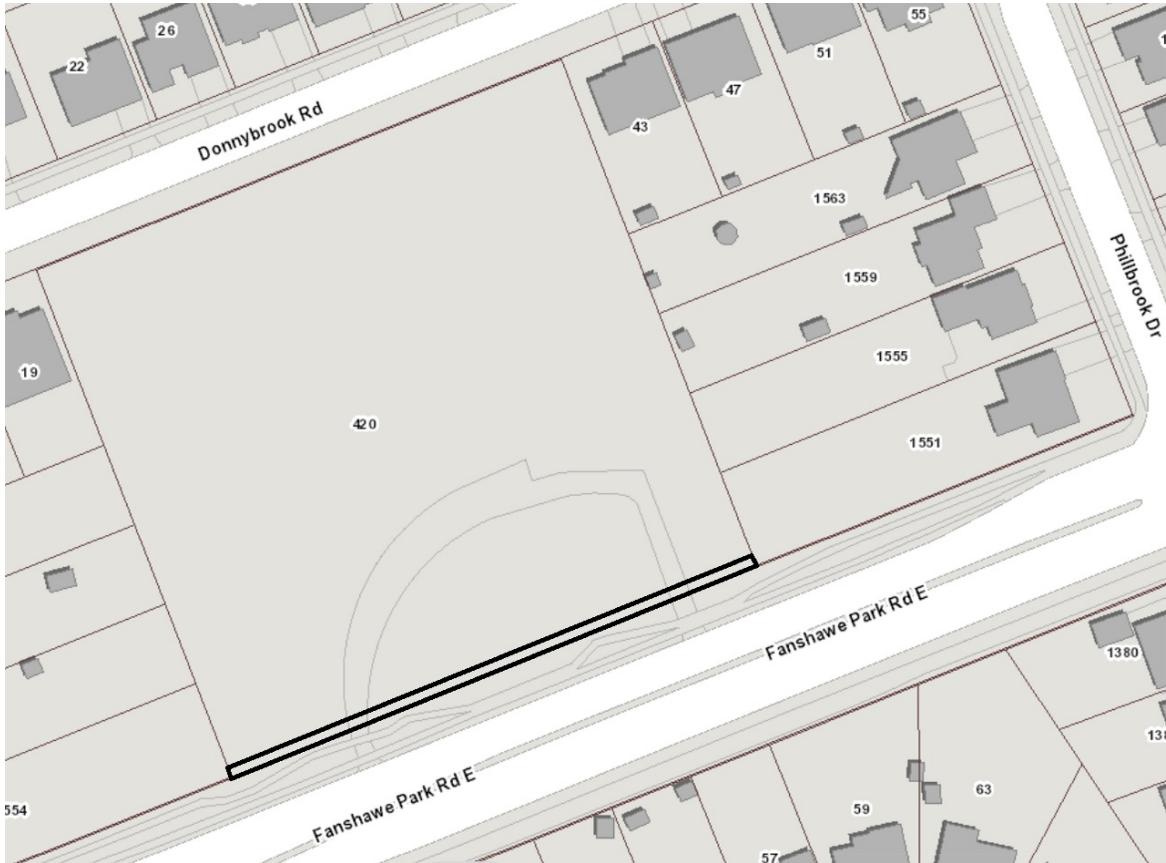
PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 151
2021

By-law No. S.-_____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hale Street, north of Heather Crescent)

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 as widening to Hale Street, north of Heather Crescent, namely:

“Part of Lot 24 on Registered Plan 50(C) in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-20457.”

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

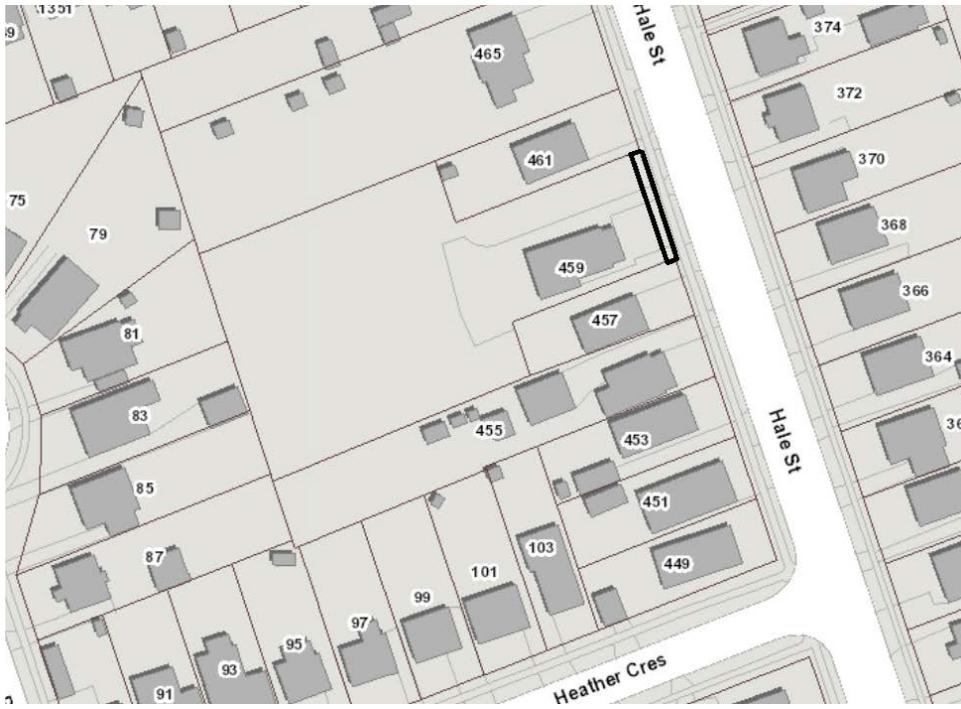
PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 152
2021

By-law No. S.-_____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South between Highway 401 and Highway 402)

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 as widening to Wonderland Road South between Highway 401 and Highway 402, namely:

Part of Lot 24, Concession 4, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-19380; and

Part of Lot 24, Concession 5, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-19380; and

Part of Lot 24, Concession 5, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-19380; and

Part of Lot 24, Concession 5, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 4 on Reference Plan 33R-19380; and

Part of Lots 23 and 24, Concession 6, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER1060851; and

Part of Lot 66, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 6 on Reference Plan 33R-19380; and

Part of Westminster Drive and Part of Lot 65, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 7 on Reference Plan 33R-19380; and

Part of Lot 65, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER1060829; and

Part of Lot 65, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 9 on Reference Plan 33R-19380; and

Part of Lot 64, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 10 on Reference Plan 33R-19380; and

Part of Lot 63, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER1060831; and

Part of Lot 63, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 12 and 13 on Reference Plan 33R-19380; and

Part of Lot 62, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER1060839; and

Part of Lot 61, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 15 on Reference Plan 33R-19380.

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

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 153
2021

By-law No. S.-_____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of Gainsborough Road; and as widening to Gainsborough Road, west of Hyde Park Road)

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

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Hyde Park Road, north of Gainsborough Road, namely:

“Part of Lot 25 in Concession 4 in the geographic Township of London, now in the City of London and County of Middlesex designated as Parts 4, 5 and 6 on Reference Plan 33R-20870.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Gainsborough Road, west of Hyde Park Road

“Part of Lot 25 in Concession 4 in the geographic Township of London, now in the City of London and County of Middlesex designated as Parts 4, 5 and 6 on Reference Plan 33R-19634.”

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

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 154
2021

By-law No. S.-_____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Huron and McNay Streets)

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 as widening to Huron and McNay Streets, namely:

“Part of Lot 10, Concession 2, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20514.”

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

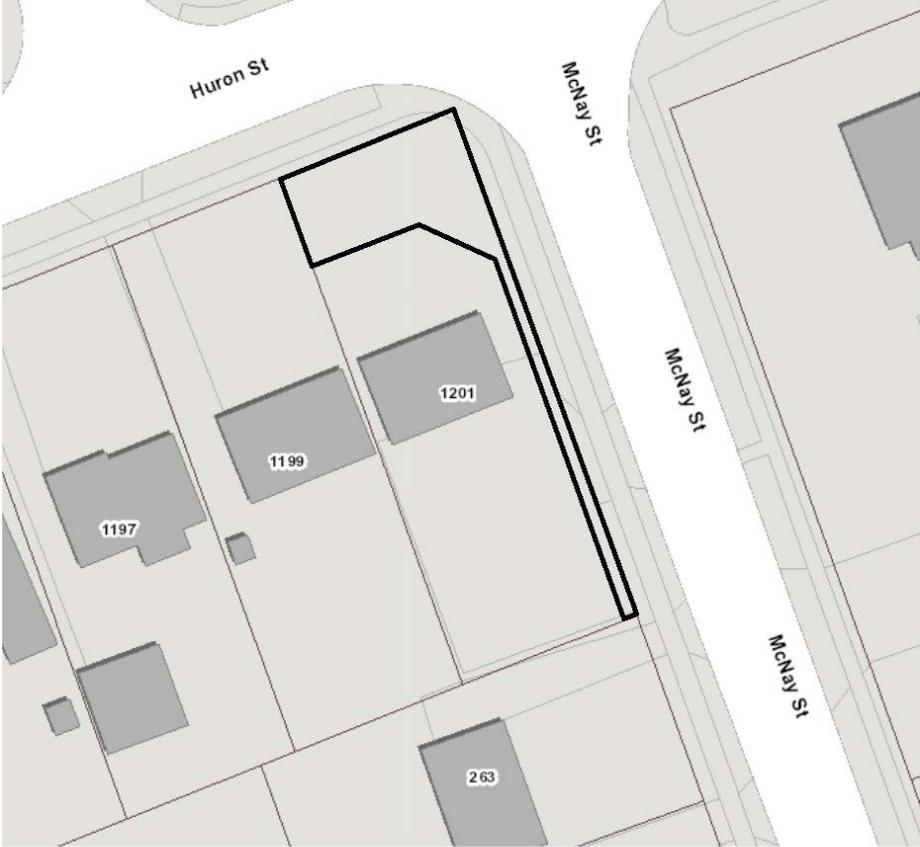
PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 155
2021

By-law No. Z.-1-21_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 122 Base Line Road West.

WHEREAS Goldfield Ltd. has applied to remove the holding provisions from the zoning for the lands located at 122 Base Line Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 122 Base Line Road West, as shown on the attached map, to remove the h-5 holding provisions so that the zoning of the lands as a Bonus Residential R8 (R8-3*B-69) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Schedule "A"



File Number: H-9306
 Planner: LM
 Date Prepared: 2021/03/02
 Technician: rc
 By-Law No: Z-1-

SUBJECT SITE 

1:2,000

0 10 20 40 60 80 Meters



Bill No. 156
2021

By-law No. Z.-1-21_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3112 Petty Road.

WHEREAS Whiterock Village Inc. have applied to remove the holding provisions from the zoning for the lands located at 3112 Petty 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 land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 3112 Petty Road, as shown on the attached map comprising part of Key Map No. 111, to remove the h, h-71, h-100, h-161 and h-227 holding provisions so that the zoning of the lands as a Residential R6 Special Provision R6-5(58) Zone comes into effect.
2. This by-law shall come into force and effect on the day it was passed.

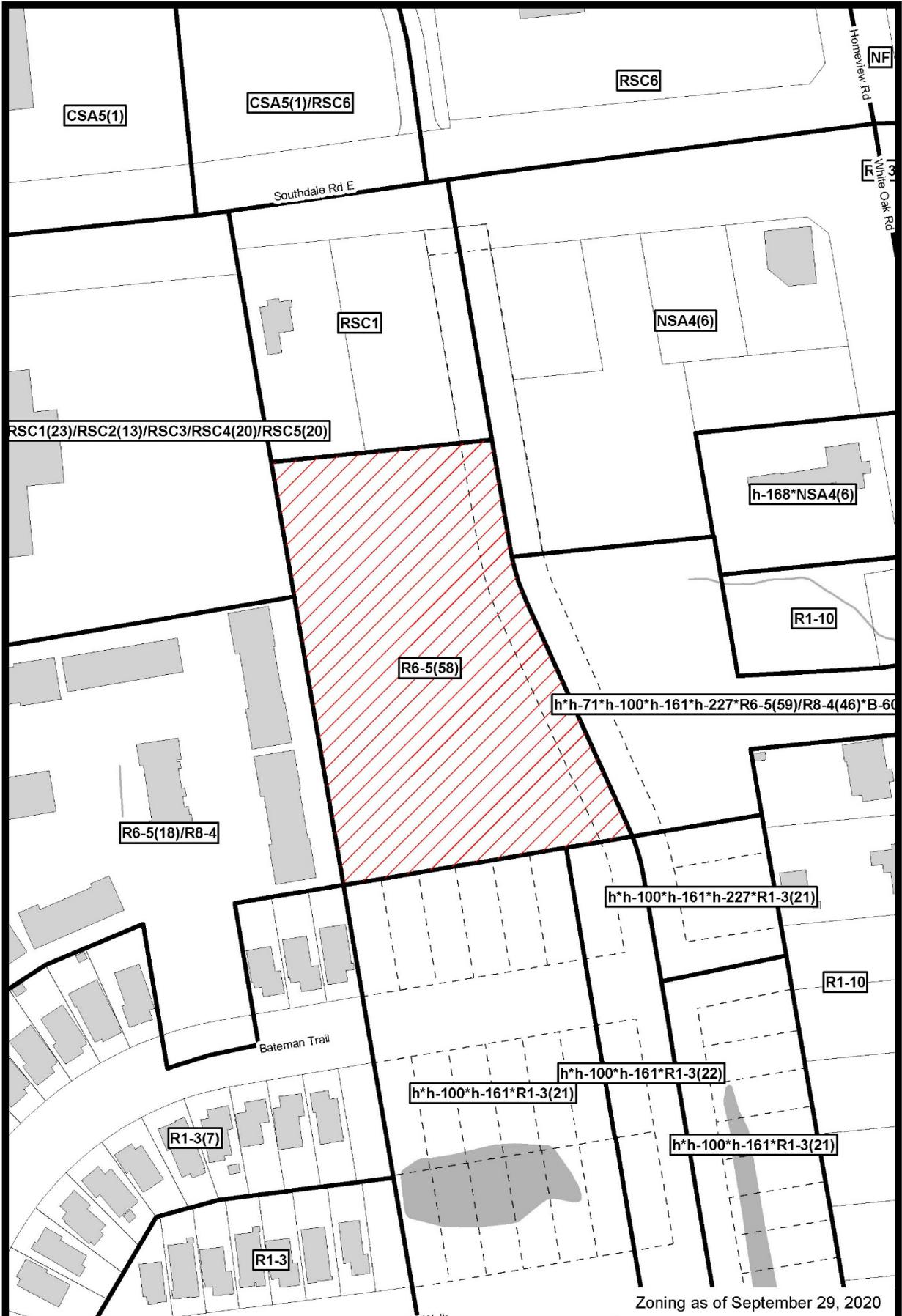
PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Schedule "A"



<p>File Number: H-9271 Planner: SM Date Prepared: 2020/10/21 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>
--	--

Bill No. 157
2021

By-law No. Z.-1-21 _____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 1414 Dundas Street.

WHEREAS Humane Society London & Middlesex have applied to rezone
an area of land located at 1414 Dundas Street, as shown on the map attached to this
by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 1414 Dundas Street, as shown on the attached map
comprising part of Key Map No. A108, from a Commercial Recreation (CR) Zone and a
Regional Facility (RF) Zone to a Restricted Service Commercial Special Provision
(RSC2()) Zone.

2. Section Number 28.4 of the Restricted Service Commercial Zone is
amended by adding the following Special Provision:

RSC2() 1414 Dundas Street

a) Regulations:

i) Front Yard Setback 36.5 metres (119.8 feet)
(Maximum):

ii) Parking area permitted between the treed allée and any
building

iii) 10.0 metre (32.8 feet) landscaped buffer area adjacent to the
west interior side yard parallel to the treed allée

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

4. This by-law shall come into force and be deemed to come into force in
accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the
date of the passage of this by-law or as otherwise provided by the said section.

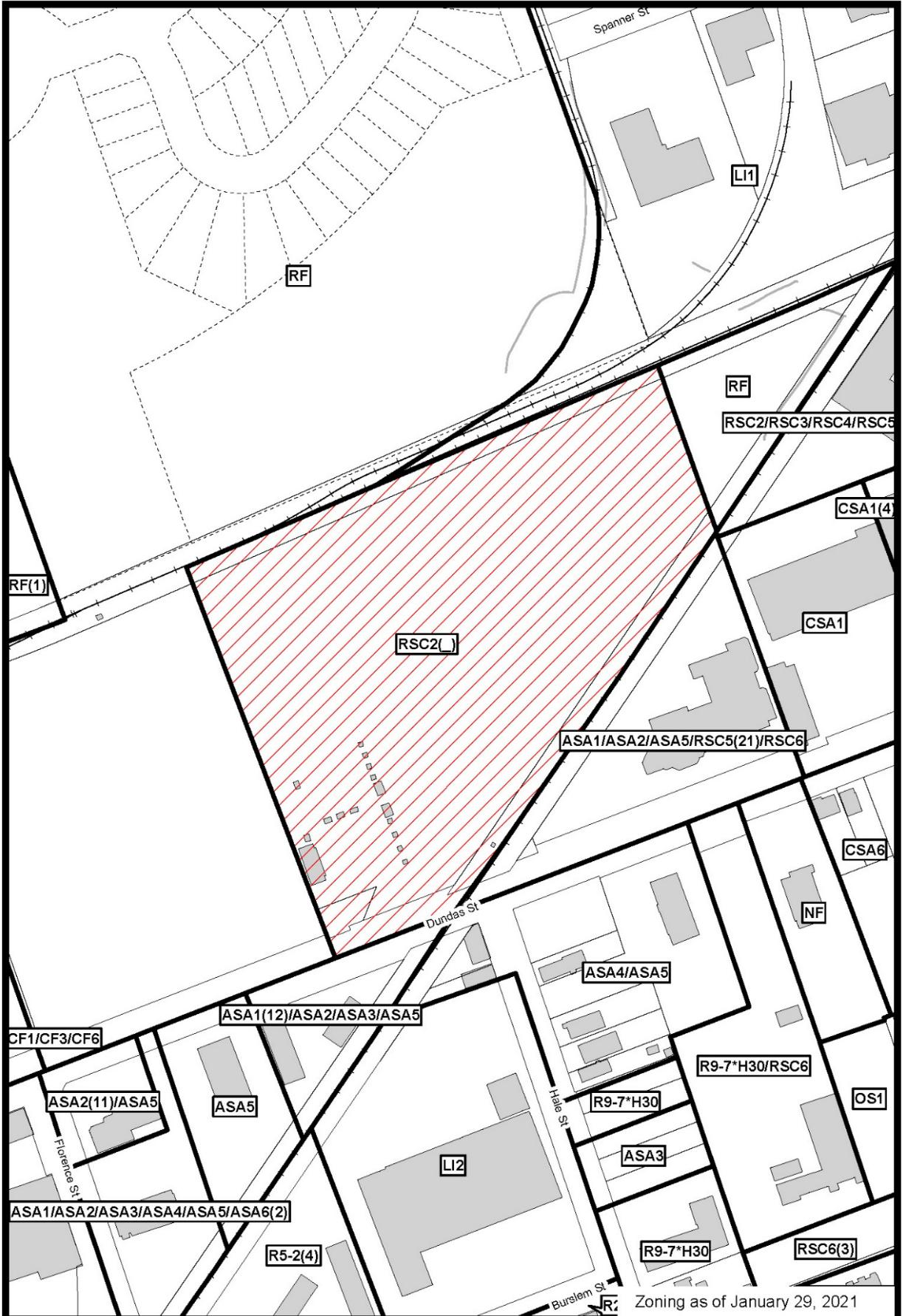
PASSED in Open Council on April 6, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

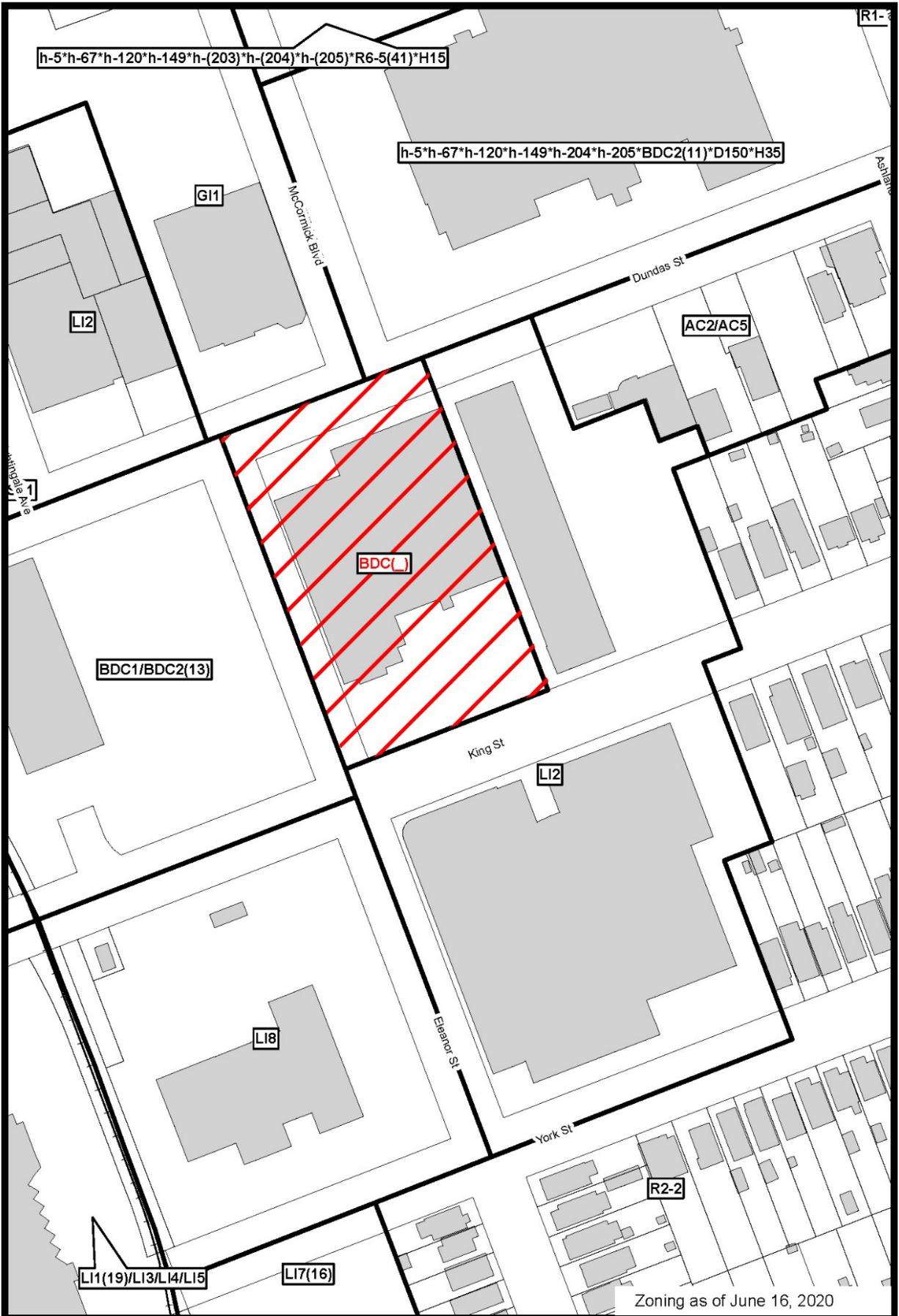
First Reading – April 6, 2021
Second Reading – April 6, 2021
Third Reading – April 6, 2021

Schedule "A"



<p>File Number: Z-9276 Planner: AR Date Prepared: 2021/03/09 Technician: rc By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters</p> 
--	--

Schedule "A"



File Number: Z-9198
Planner: LDS
Date Prepared: 2020/08/18
Technician: JTS
By-Law No: Z.-1-

SUBJECT SITE 
1:1,500
 0 5 10 20 30 40
 Meters



A by-law to amend the General Provisions of
By-law No. Z.-1 to regulate Seasonal Outdoor
Patios.

WHEREAS The Corporation of the City of London has applied to amend the General Provisions of the Zoning By-law Z-1, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Section 2 (Definitions) is amended by adding the following:

“OUTDOOR PATIO, SEASONAL” means a temporary area set aside out of doors, for the use of patrons as a licensed restaurant or tavern in connection with, and in addition to, the operation of an adjacent restaurant or tavern.

2. Section 4.18 (Outdoor Patios) of the General Provisions is amended by adding the following:

6) SEASONAL OUTDOOR PATIOS

- a) No seasonal outdoor patio shall be permitted between November 16th and March 14th, inclusive;
- b) All structures and appurtenances associated with a seasonal outdoor patio must be removed between November 16th and March 14th, inclusive;
- c) Notwithstanding Section 4.18(2), seasonal outdoor patios shall be setback a minimum of 6.0 metres from any residential zone which is not in combination with another zone;
- d) Notwithstanding Section 4.18(5), there is no parking requirement for seasonal outdoor patios;
- e) Notwithstanding Section 4.19, seasonal outdoor patios are permitted within required parking spaces for commercial uses; and,
- f) No seasonal outdoor patio shall be located within required parking spaces for residential dwelling units.

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

4. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c.P. 13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 160
2021

By-law No. Z.-1-21 _____

A by-law to amend By-law No. Z.-1 to rezone lands located at 1478 Westdel Bourne.

WHEREAS Townline Orchard Property Ltd. has applied to rezone lands located at 1478 Westdel Bourne, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1478 Westdel Bourne, as shown on the attached map, FROM an Urban Reserve UR3 Zone TO a Holding Residential R1 (h•R1-4) Zone; a Holding Residential R1 (h•R1-5) Zone; a Holding Residential R6 Special Provision/Residential R8 Special Provision (h•h-54•h-209•R6-5()/R8-4()) Zone; a Holding Residential R4 Special Provision/Residential R5 Special Provision/Residential R6 Special Provision/Residential R8 Special Provision (h•h-54•h-209•R4-6(11)/R5-7(9)/R6-5(61)/R8-3(5)) Zone; and an Open Space OS1 Zone.

2. Section Number 10.4 of the Residential R6 Zone is amended by adding the following special provision:

R6-5() 1478 Westdel Bourne

a) Regulations:

i) Dwelling Setback from a High Pressure Pipeline (Minimum): 20 metres

3. Section Number 12.4 of the Residential R8 Zone is amended by adding the following special provision:

R8-4() 1478 Westdel Bourne

a) Permitted Uses:

i) Apartment buildings;
ii) Lodging house class 2;
iii) Stacked townhousing

b) Regulations:

i) Height (Maximum): 16 metres (4 storeys)

ii) Dwelling Setback from a High Pressure Pipeline (Minimum): 20 metres

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

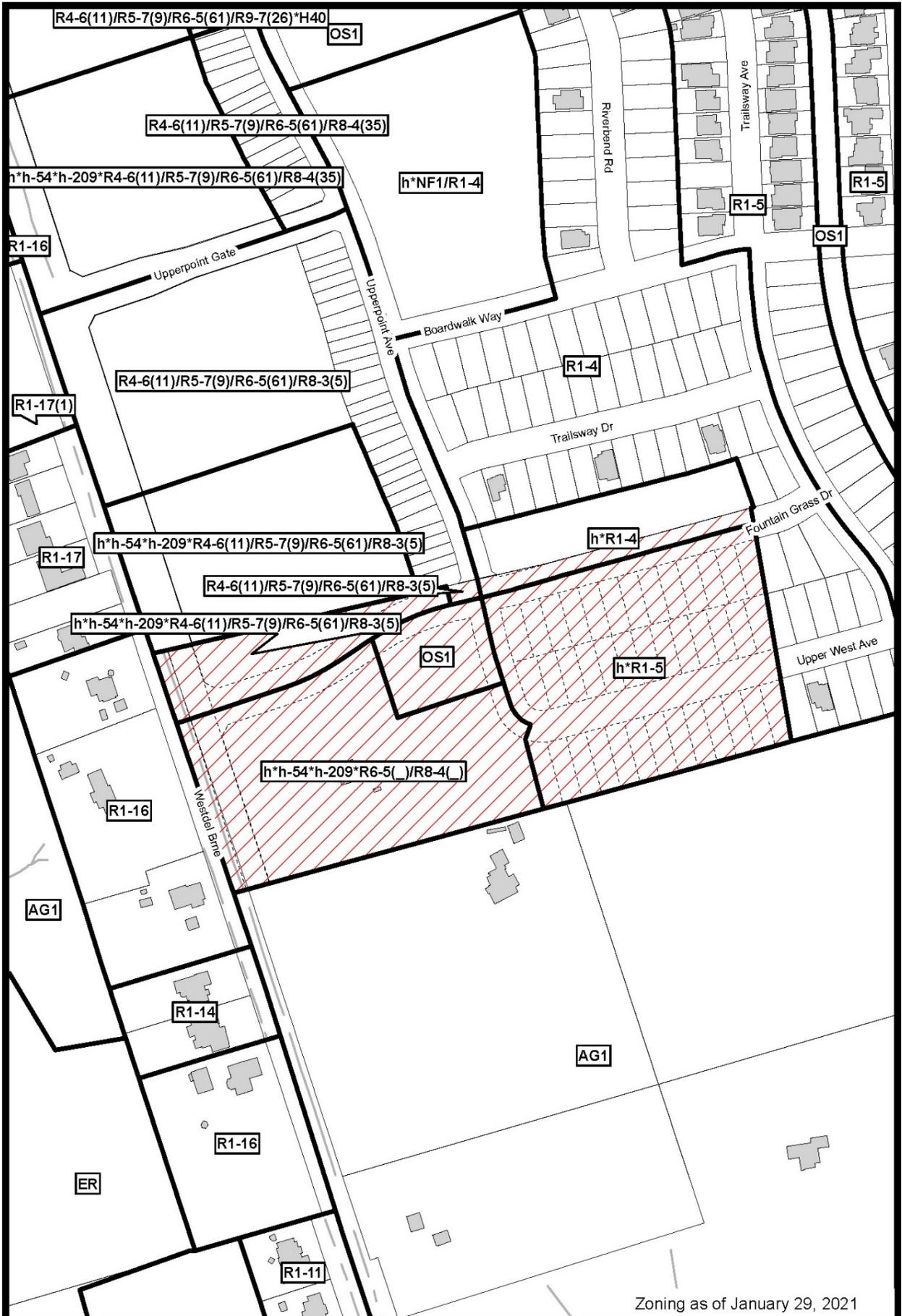
PASSED in Open Council on April 13, 2021

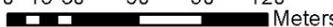
Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Schedule "A"



<p>File Number: Z-9278 Planner: LM Date Prepared: 2021/03/03 Technician: rc By-Law No: Z-1-</p>	<p>SUBJECT SITE </p> <p>1:3,000</p> <p>0 15 30 60 90 120  Meters</p> <p></p>
---	---

Bill No. 161
2021

By-law No. Z.-1-21 _____

A by-law to amend By-law No. Z.-1 to rezone
lands located at 3080 Bostwick Road.

WHEREAS 731675 Ontario Limited (York Developments Inc.) has applied to rezone lands located at 3080 Bostwick Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 3080 Bostwick Road, as shown on the attached map, FROM an Urban Reserve UR4 Zone and an Environmental Review ER Zone TO a Holding Residential R9 Bonus (h•h-100•h-221•h-222•R9-7•B-()•H45) Zone; a Holding Residential R9 Bonus (h•h-100•h-221•h-222•R9-7•B-()•H45) Zone; an Open Space OS2 Zone; an Open Space OS4 Zone; and an Urban Reserve UR Special Provision (UR4()) Zone.

2. Section Number 4.3 of the General Provisions is amended by adding the following Site Specific Bonus Provision:

B() 3080 Bostwick Road (Site 2)

The Bonus Zone applying to Block 2 in the proposed plan of subdivision shall be enabled through one or more agreements to facilitate the development of a 189 unit residential apartment building with a maximum height of 18 storeys, and sixteen (16) stacked townhouse dwelling units with a maximum height of 15.0 metres, and a maximum overall density of 205 units per hectare, which generally implements in principle the site concept and elevation plans attached as Schedule "1" to the amending by-law, with further refinements to occur through the site plan approval process, in return for the following facilities, services and matters:

- i) High quality architectural design (building/landscaping) including a common design theme applied to street boulevards. Design elements are to have regard for the Urban Design Guidelines prepared for 3080 Bostwick Road;
- ii) Underground parking to reduce surface parking requirements. Surface parking spaces are to be largely dedicated for visitor parking;
- iii) Large caliper boulevard tree planting with a minimum 100 mm caliper and a minimum distance of 10 m between tree planting for the extent of the site frontage for Bostwick Road and both sides of Street A as early as site construction allows;
- iv) Construction of one accessible electric vehicle charging station located on the Bostwick Community Centre lands or in a publicly accessible location of Block 2;
- v) Construction of one transit shelter along the Bostwick Road frontage, or the commensurate financial equivalent for the feature;

- vi) Construction of ten (10) publicly accessible bicycle share facilities/spaces.

The following special regulations apply within the bonus zone:

- a) Regulations:
 - i) Density (Maximum): 205 units per hectare
 - ii) Height (Maximum):
 - Apartment Building 75.0 metres (18 storeys)
 - Stacked Townhouses 15.0 metres
 - iii) Front Yard Depth (Minimum) 5.5 metres
 - iv) Exterior Side Yard Depth (Minimum): 1.0 metre
 - v) Rear Yard Depth (Minimum): 22.0 metres

3. Section Number 4.3 of the General Provisions is amended by adding the following Site Specific Bonus Provision:

B() 3080 Bostwick Road (Site 6)

The Bonus Zone applying to Block 6 in the proposed plan of subdivision shall be enabled through one or more agreements to facilitate the development of two (2) residential apartment buildings having a total of 387 dwelling units, with a maximum height of 17 storeys, and a maximum density of 320 units per hectare, which generally implements in principle the site concept and elevation plans attached as Schedule “2” to the amending by-law, with further refinements to occur through the site plan approval process, in return for the following facilities, services and matters:

- 1) Provision of Affordable Housing
 - i) The affordable housing shall consist of a total of thirty (30) rental apartment dwelling units, which shall include nineteen (19) one-bedroom units and eleven (11) two-bedroom units;
 - ii) Rents shall be set at 85% of the CMHC Average Market Rent (AMR) for the London CMA at the time of occupancy;
 - iii) The period of affordability will be identified as being thirty (30) years from the point of initial occupancy;
 - iv) The Proponent shall enter into a Tenant Placement Agreement (TPA) with the City of London to align the nineteen (19) one-bedroom units and eleven (11) two-bedroom units with priority populations.
 - v) These conditions shall be secured through an agreement registered on title with associated compliance requirements and remedies

- 2) High quality architectural design (building/landscaping) including a common design theme applied to street boulevards. Design elements are to have regard for the Urban Design Guidelines prepared for 3080 Bostwick Road. Underground parking to reduce surface parking requirements.

The following special regulations apply within the bonus zone:

- a) Regulations:
 - i) Density (Maximum): 320 units per hectare
 - ii) Height (Maximum): 75.0 metres (17 storeys)
 - iii) Front Yard Depth (Minimum): 3.0 metres
 - iv) Interior Side Yard Depth (Minimum): 6.0 metre
 - v) Rear Yard Depth (Minimum): 7.5 metres

- 4) Section Number 49.3 of the Urban Reserve UR Zone is amended by adding the following special provision:

UR4(_)

- a) Regulations:
 - i) Lot Area (Minimum): 2.0 hectares

5. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c.P. 13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

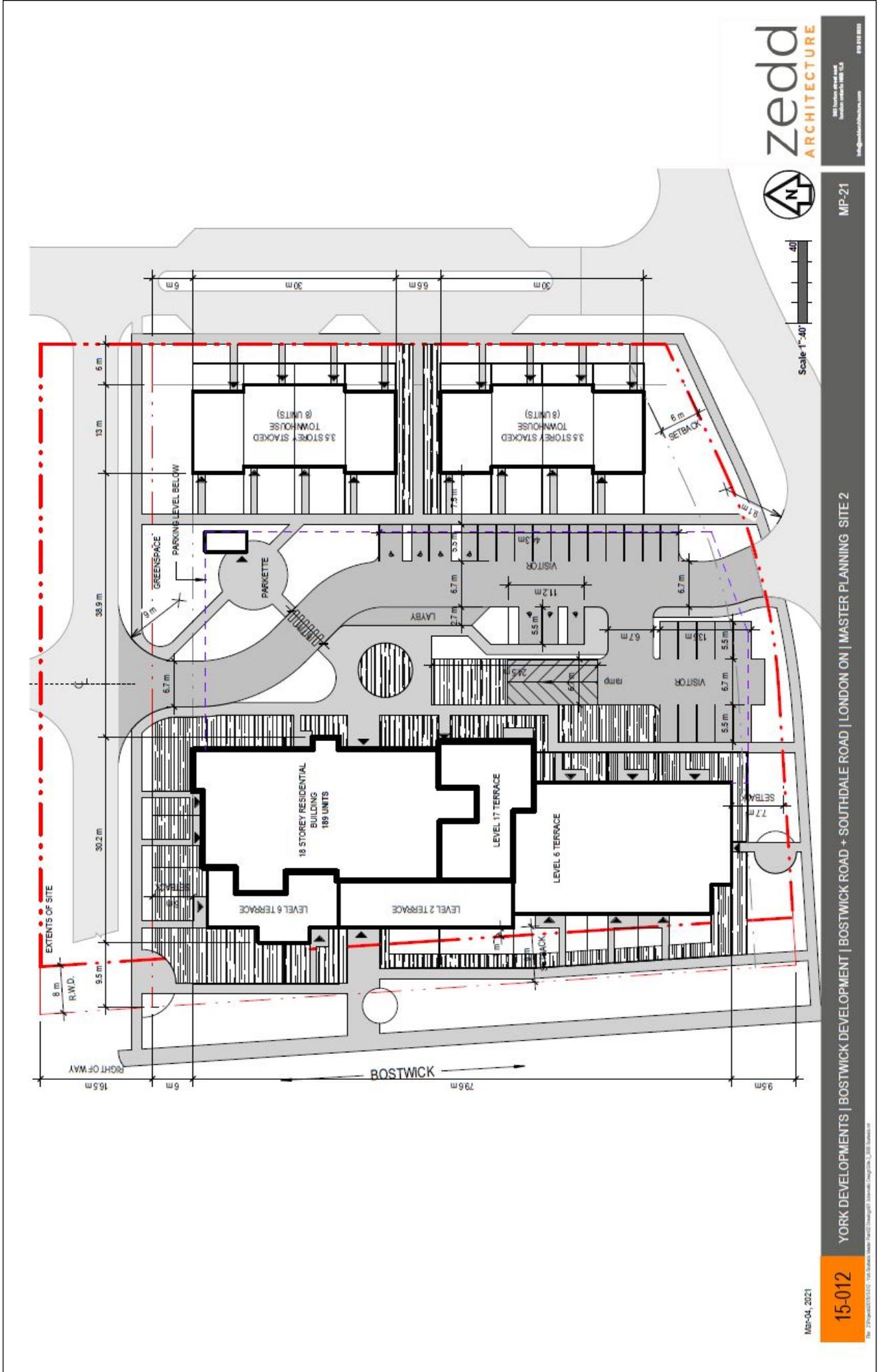
PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Schedule "1"



MP-04, 2021

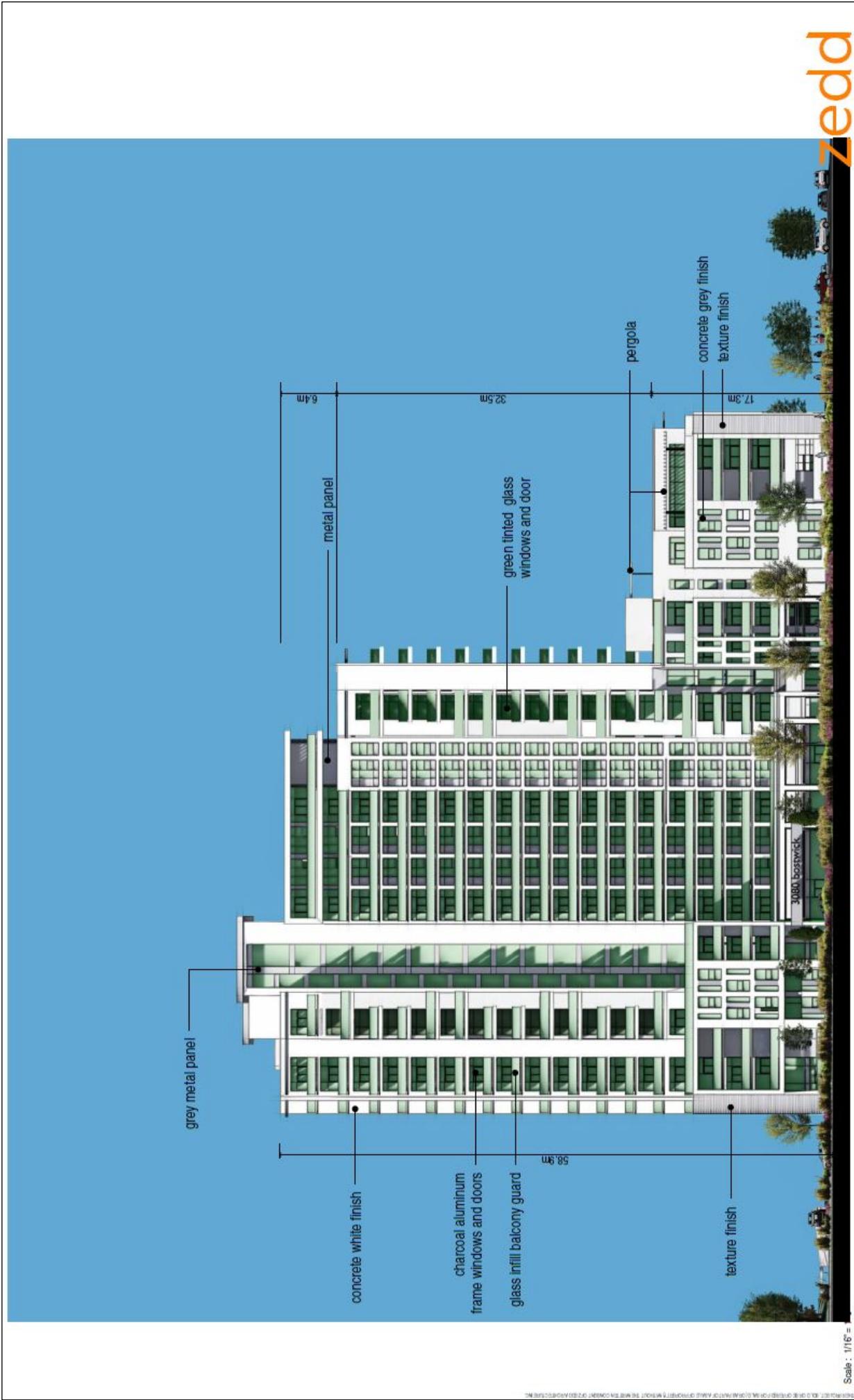
15-012

YORK DEVELOPMENTS | BOSTWICK DEVELOPMENT | BOSTWICK ROAD + SOUTHDALE ROAD | LONDON ON | MASTER PLANNING SITE 2

zredd
ARCHITECTURE

380 Bloor Street East
London, Ontario M4W 1L5
info@zreddarchitecture.com
416 418 8833

MP-21



Scale: 1/16" =

15-012

Zedd Renovation

627 Matland Street
London Ontario

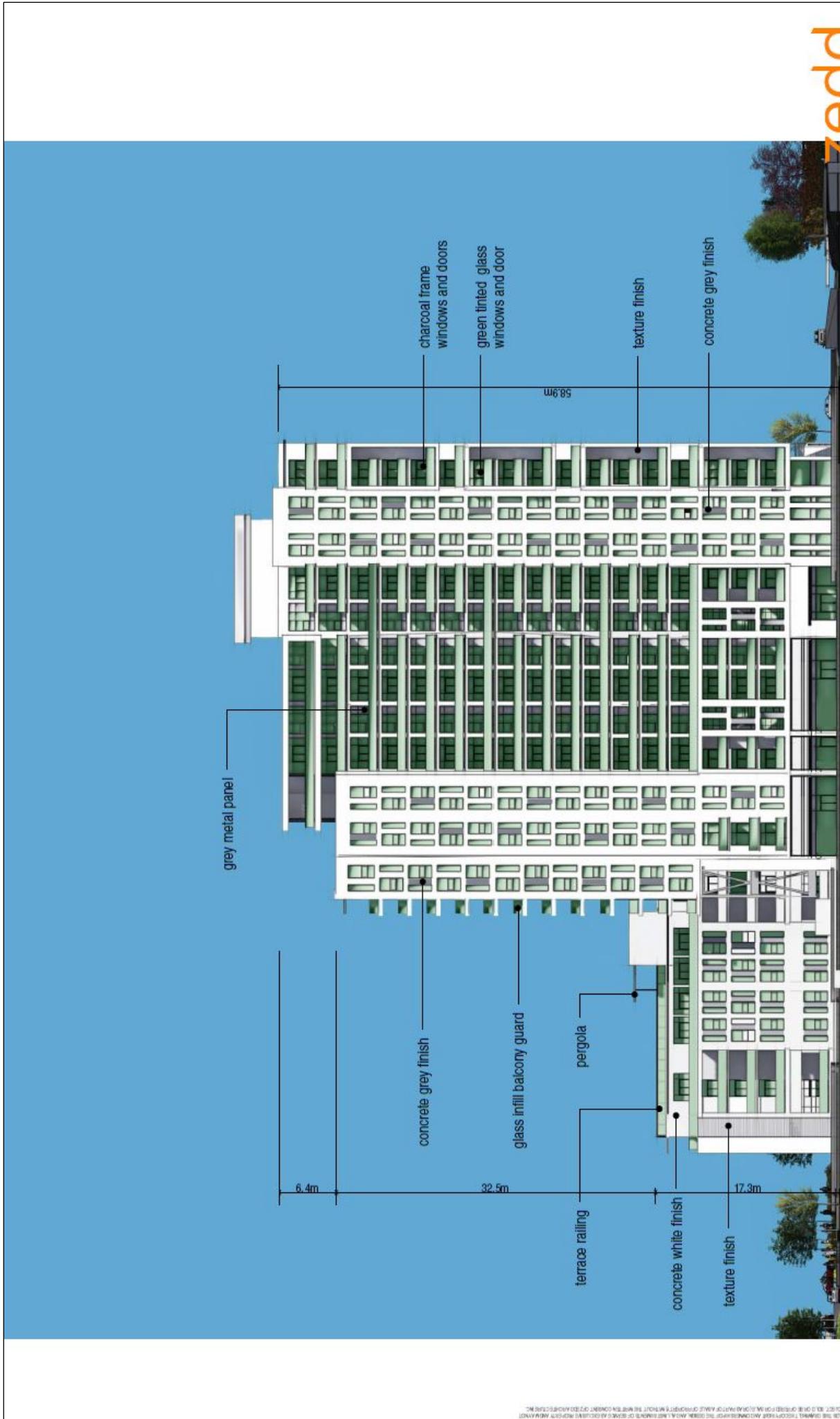
Site 2 - West Elevation

03/09/21

MP-70

zedd

2-427 Matland Street London Ontario, N6C 1P7
www.zedd.ca
Tel: 519-866-1111



zedd

2-627 Matland Street, London Ontario, N6T 2T7 - 519-310-2823
www.zeddarchitectural.com info@zeddarchitectural.com

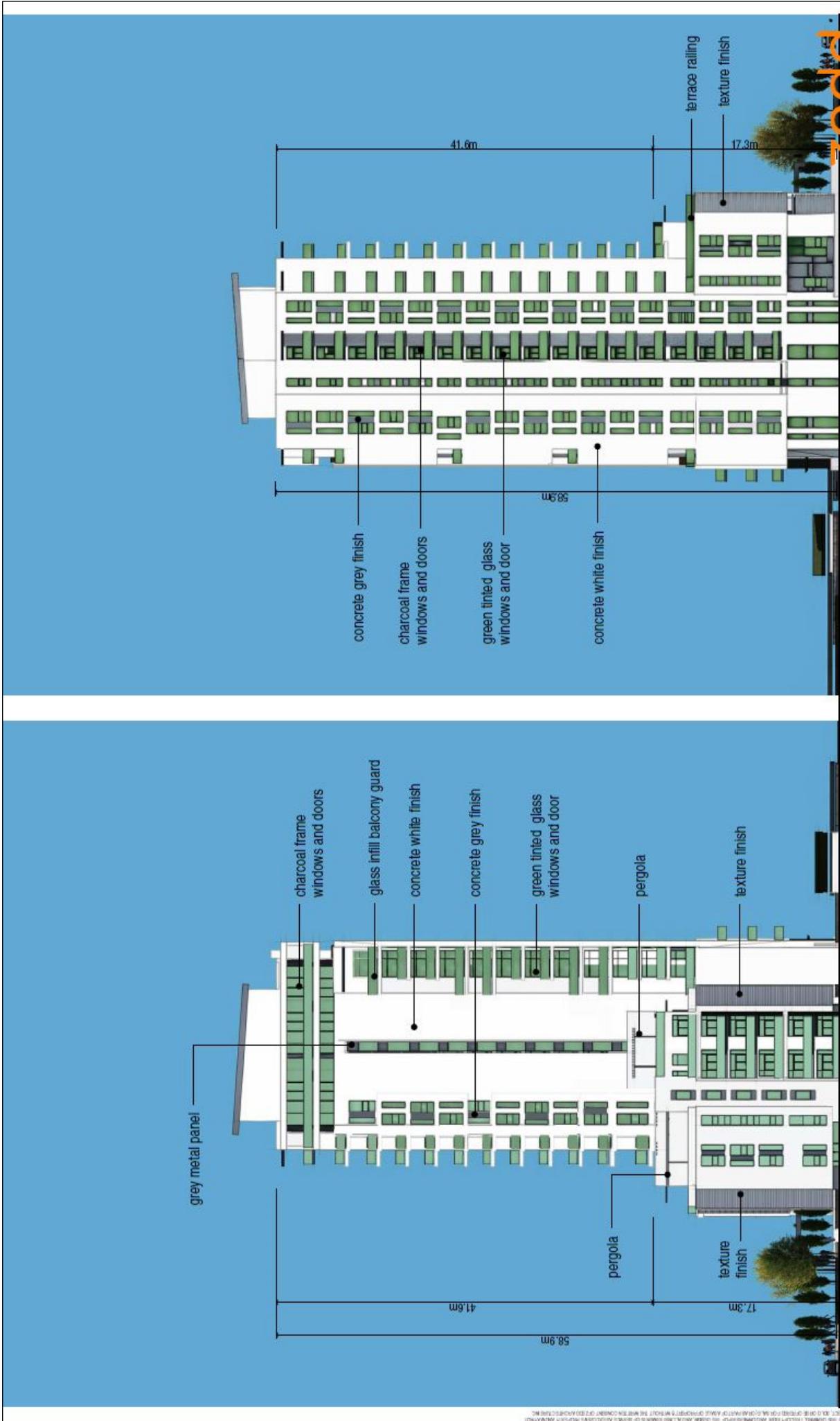
03/09/21 MP-71

Site 2 - East Elevation

627 Matland Street
London Ontario

Scale: 1/16" = 1'-0"
15-012
Zedd Renovation

Architect: Zedd Architectural Inc. 7000 Lakeshore Blvd. Suite 100, London, Ontario, Canada N6C 1K8



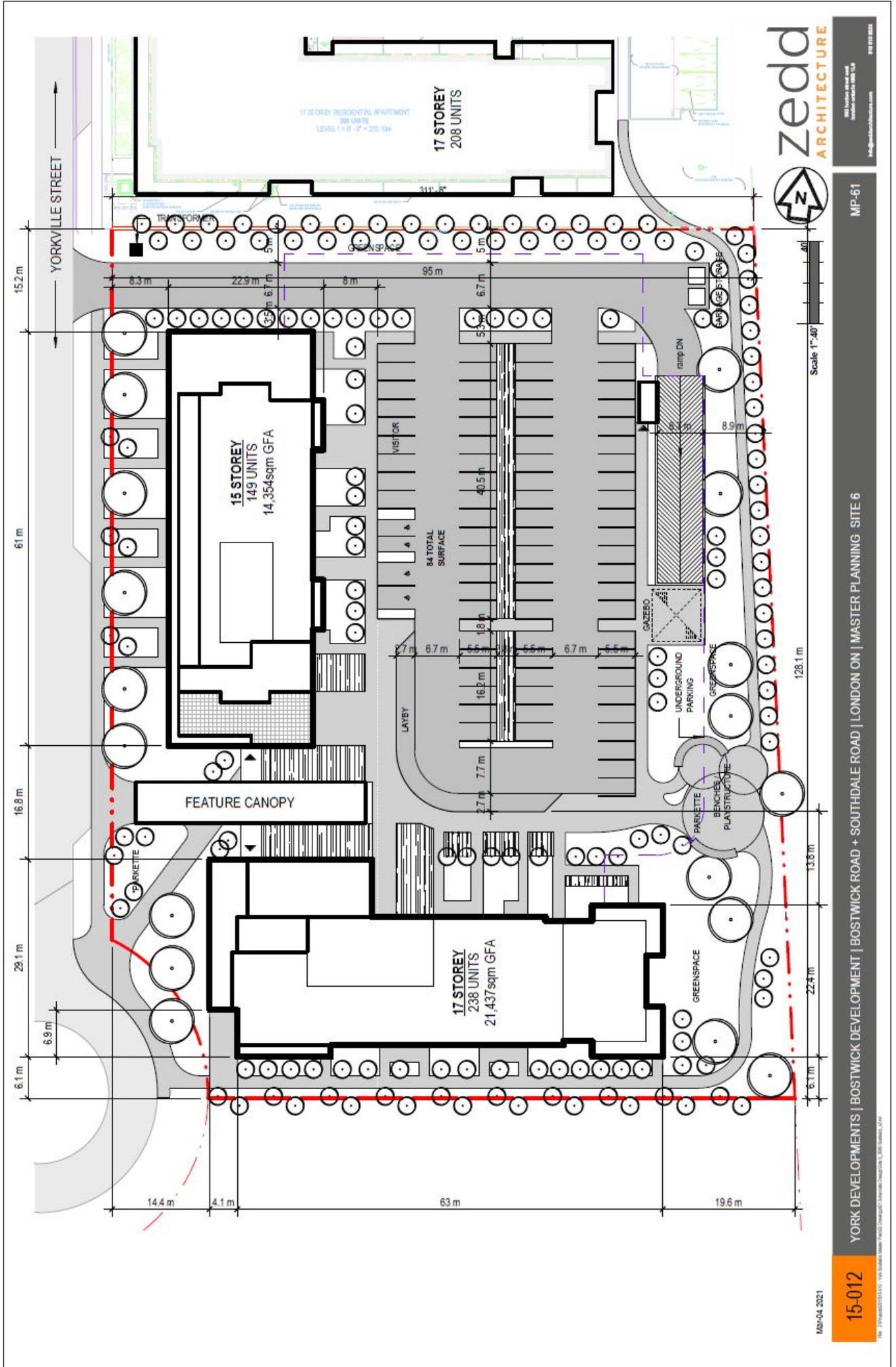
15-012

South elevation
Scale: 1/16" = 1'-0"

15-012

North elevation
Scale: 1/16" = 1'-0"

Schedule "2"



zedd
ARCHITECTURE



Scale 1" = 40'

1000 BROADVIEW AVE
SUITE 1000
TORONTO, ONTARIO M6E 1B4
416-593-8888
info@zeddarchitecture.com

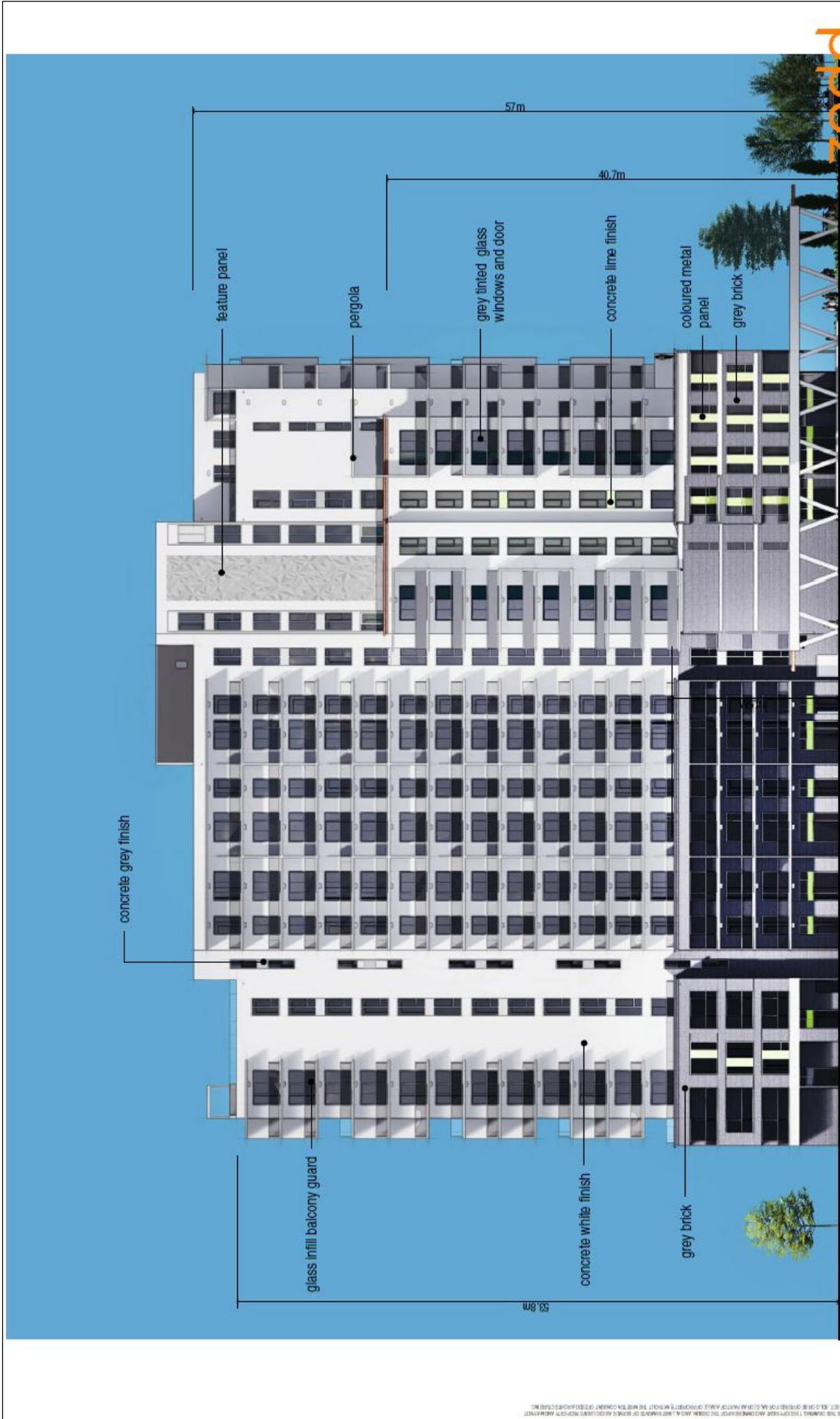
MP-61

YORK DEVELOPMENTS | BOSTWICK DEVELOPMENT | BOSTWICK ROAD + SOUTHDALE ROAD | LONDON ON | MASTER PLANNING SITE 6

MB-04 2021

15-012

File: ZP\Projects\15012 - York Developments\15012_Dev\15012_Schedule_2_SitePlan.dwg



Scale : 1/16" = 1'-0"
west elevation

15-012
Zedd Renovation

627 Maitland Street
London Ontario

Site 6 - Building 1 - North Elevation

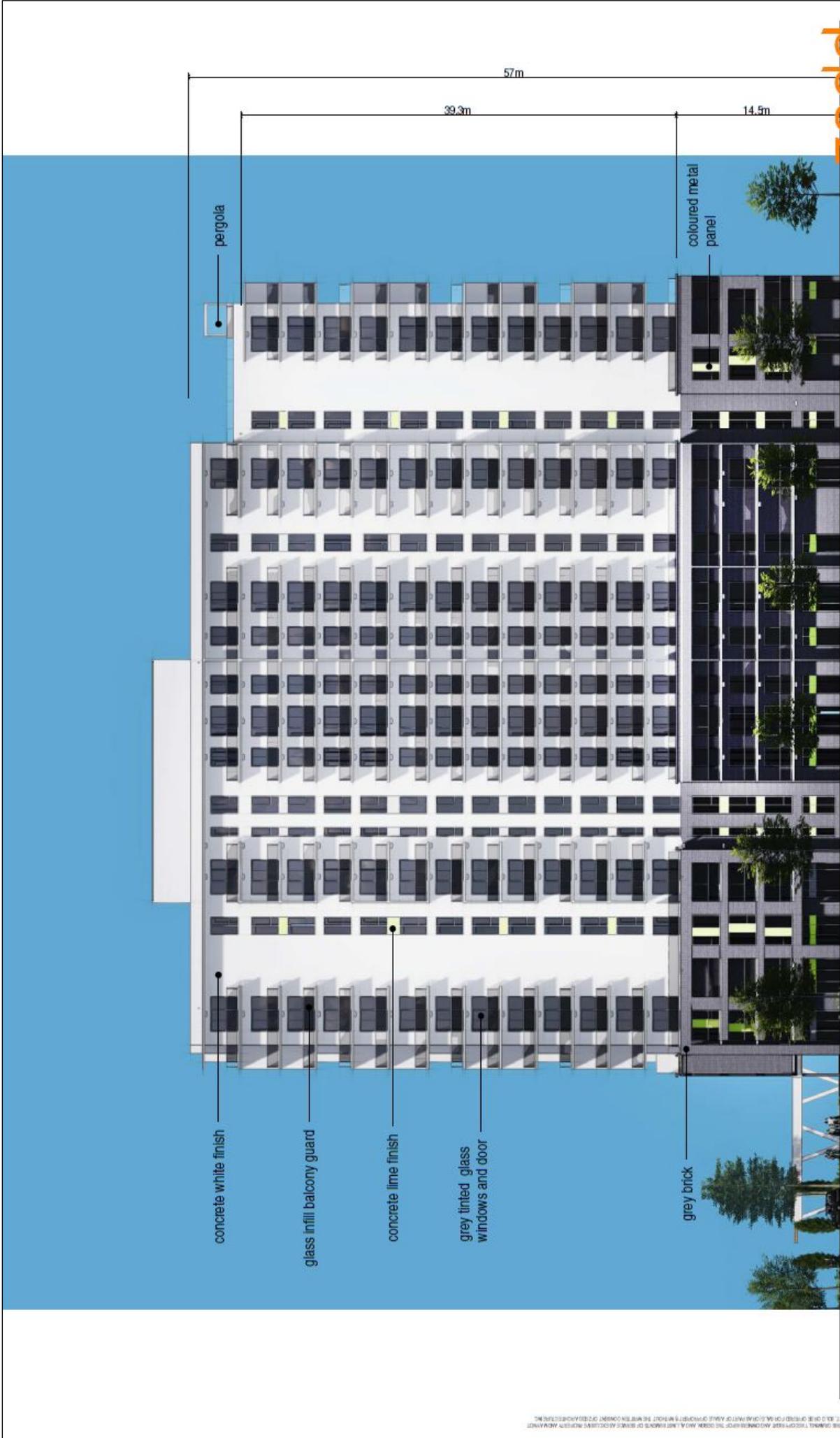
03/09/21

MP-74

zedd

2-627 maitland street london ontario n6g 2g7 • 519-838-0382
www.zeddarchitectural.com info@zeddarchitectural.com

© 2021 ZEDD ARCHITECTURAL INC. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF ZEDD ARCHITECTURAL INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM ZEDD ARCHITECTURAL INC.



zedd

ZEDD Architectural Inc. | 627 Maitland Street, London, Ontario
 www.zeddarchitectural.com | Tel: 519-833-1111

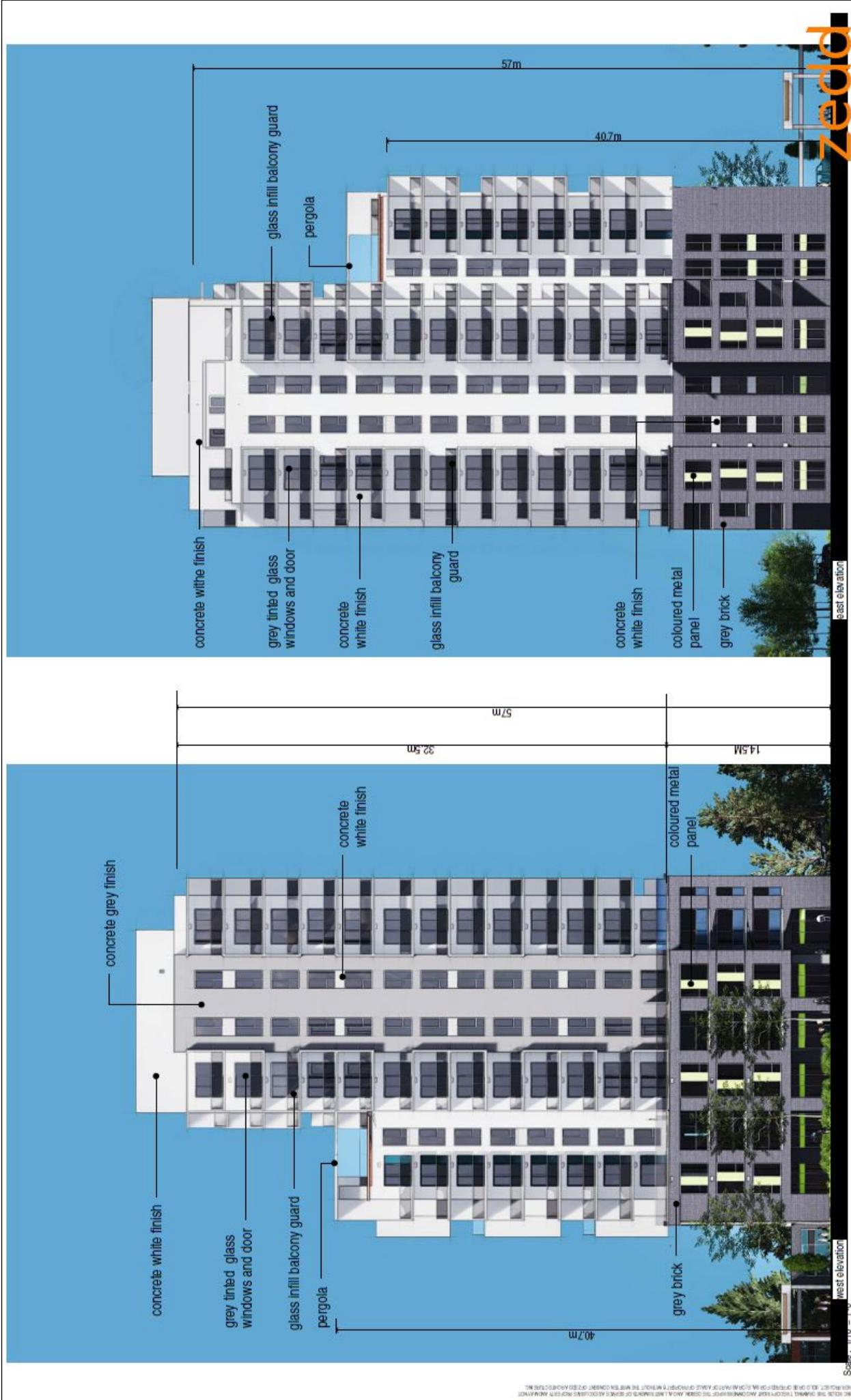
627 Maitland Street
 London Ontario
 Site 6 - Building 1 - South Elevation
 0909021 MP-75

627 Maitland Street
 London Ontario

Zedd Renovation
 15-012

Scale: 1/16" = 1'-0"

THIS DRAWING IS THE PROPERTY OF ZEDD ARCHITECTURAL INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF ZEDD ARCHITECTURAL INC.





zedd

2-627 matland street london ontario n6t 2p7 519-318-2822
www.zeddarchitectural.com info@zeddarchitect.com

MP-78

09/09/21

Site 6 - Building 2 - West Elevation

627 Matland Street
London Ontario

Zedd Renovation

15-012

Scale : 1/16" = 1'-0"

© 2021 ZEDD ARCHITECTURAL. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF ZEDD ARCHITECTURAL. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF ZEDD ARCHITECTURAL.



zedd

2-02 maitland street | london ontario | n7t 2j7 | 519 318 0282
www.zeddarchitects.com | info@zeddarchitects.com

MP-76

09/09/21

Site 6 - Building 2 - East Elevation

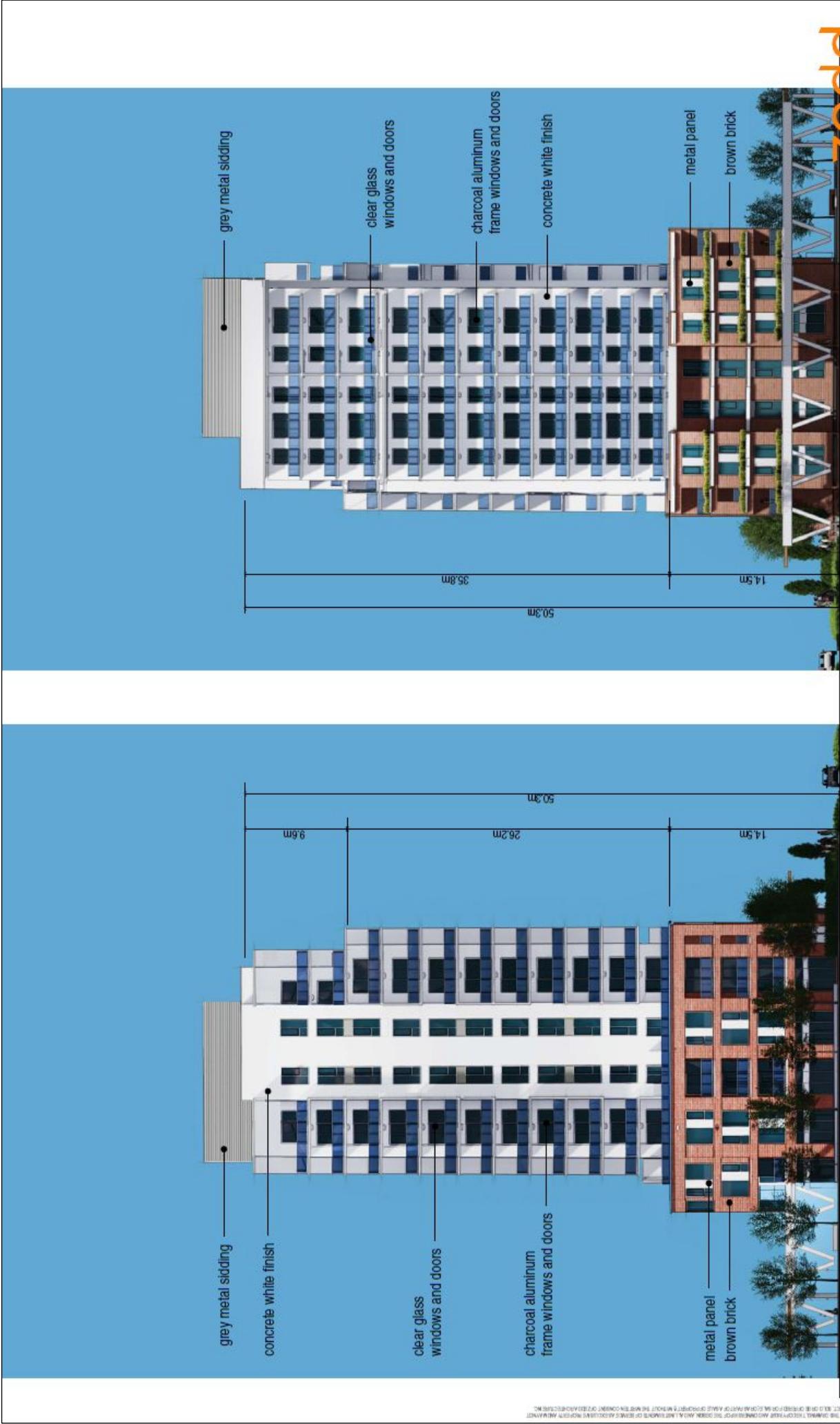
627 Maitland Street
London Ontario

Zedd Renovation

15-012

Scale: 1/8" = 1'-0"

ZEDD ARCHITECTS INC. IS PROVIDING THESE DRAWINGS AS INFORMATION ONLY. THE DRAWINGS, SPECIFICATIONS AND NOTICES OF THE DESIGN AND CONSTRUCTION OF THE WORK AND ALL LIMITS OF LIABILITY ARE TO BE DETERMINED BY THE CONTRACT DOCUMENTS. THE CONTRACT DOCUMENTS SHALL PREVAIL IN THE EVENT OF ANY DISCREPANCY BETWEEN THESE DRAWINGS AND THE CONTRACT DOCUMENTS. THE CONTRACT DOCUMENTS SHALL BE AVAILABLE FOR REVIEW AT THE OFFICE OF ZEDD ARCHITECTS INC. 2021-05-10 10:07 AM. FIG. 2.17 (PARTIAL) 01 (L) (C) - THE SHOWN ELEMENTS (PART 2) (CONTRACT) FOR THE RENOVATION OF THE WORK (CONTRACT) IS 2021-05-10 10:07 AM.



north elevation
Scale : 1/16" = 1'-0"

15-012

Zedd Renovation

627 Maitland Street
London Ontario

south elevation

Site 6 - Building 2 - North and South
Elevation

09/09/21

MP-77

zedd

2-627 maitland street london ontario, N6H 7H7 | 519-318-8225
www.zeddarchitectural.com | info@zeddarchitectural.com

Bill No. 162
2021

By-law No. Z.-1-21 _____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 611-615 Third Street.

WHEREAS Prince Antony has applied to rezone an area of land located at 611-615 Third Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 611-615 Third Street, as shown on the attached map comprising part of Key Map No. A108, from a Neighbourhood Facility (NF) Zone to a Residential R8 Special Provision Bonus (R8-4()*B_) Zone.

2. Section Number 4.3 of the General Provisions in By-law No. Z.-1 is amended by adding the following new Bonus Zone:

B_ 611-165 Third Street

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a residential apartment building, with a maximum height of 4-storeys and a maximum density of 96 units per hectare, which substantively implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law, and provides for affordable housing. The affordable housing component shall consist of:

- A total of three (3), three-bedroom units and one (1), one-bedroom unit, including one (1) accessible three-bedroom unit and one (1) accessible one-bedroom unit;
- Rents for the three (3), three-bedroom units and one (1), one bedroom unit be set at 80% of the CMHC Average Market Rent (AMR) for the London CMA at the time of occupancy;
- That the period of affordability be identified as being thirty (30) years from the point of initial occupancy; and,
- That the Proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the three (3), three-bedroom units and one (1), one-bedroom unit with priority populations.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

a) Regulations:

- | | | |
|-----|-----------------------|-------------------------|
| i) | Height
(Maximum): | 15.8 metres (51.8 feet) |
| ii) | Density
(Maximum): | 96 units per hectare |

3. Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:

R8-4() 611-615 Third Street

a) Regulations:

- | | | |
|------|--|-------------------------|
| i) | Front Yard Depth
(Minimum): | 2.2 metres (7.2 feet) |
| ii) | Interior Side Yard Depth
(Minimum): | 4.57 metres (14.9 feet) |
| iii) | Parking
(Minimum): | 1.05 spaces per unit |

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 April 13, 2021.

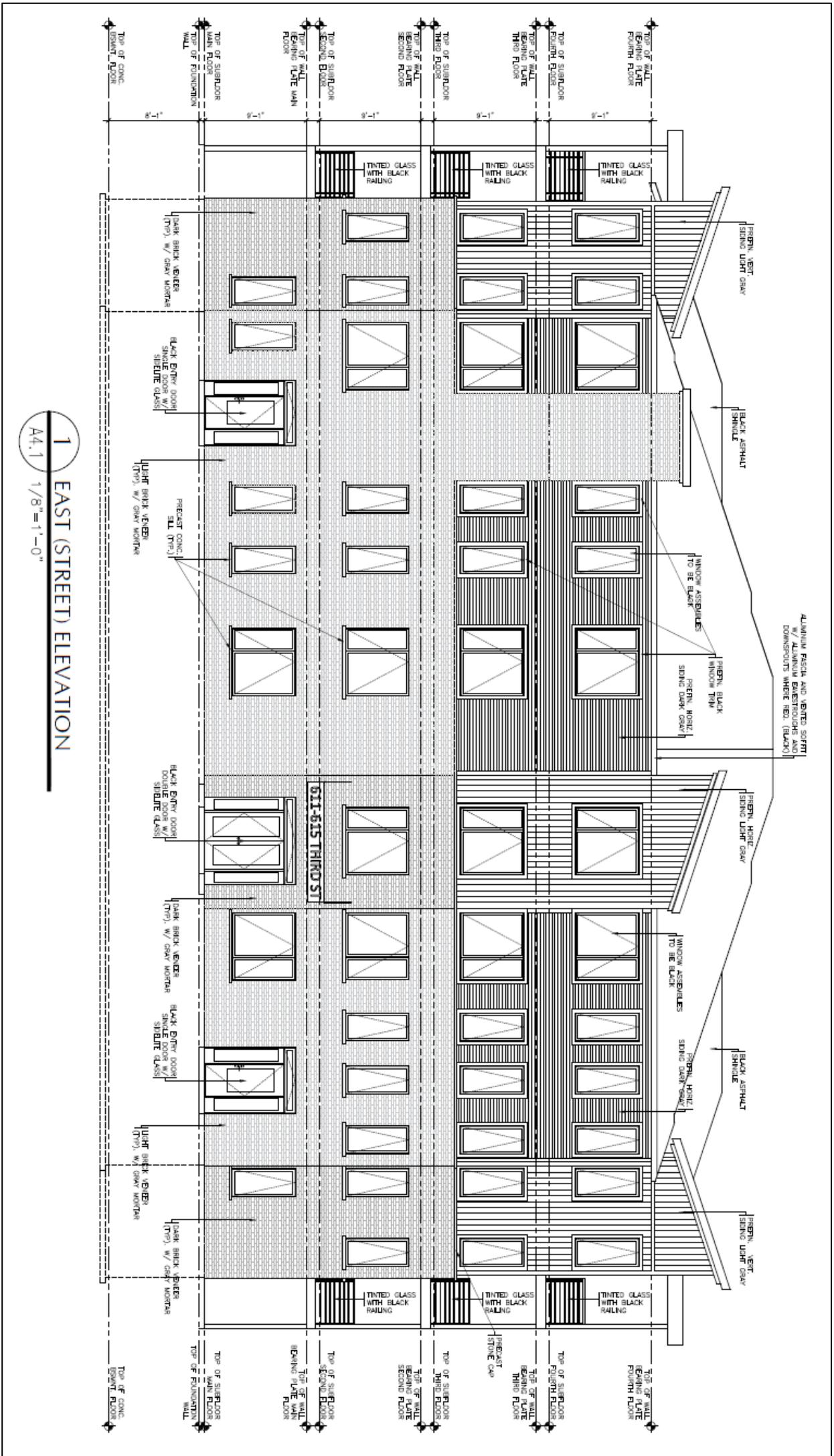
Ed Holder
Mayor

Catharine Saunders
City Clerk

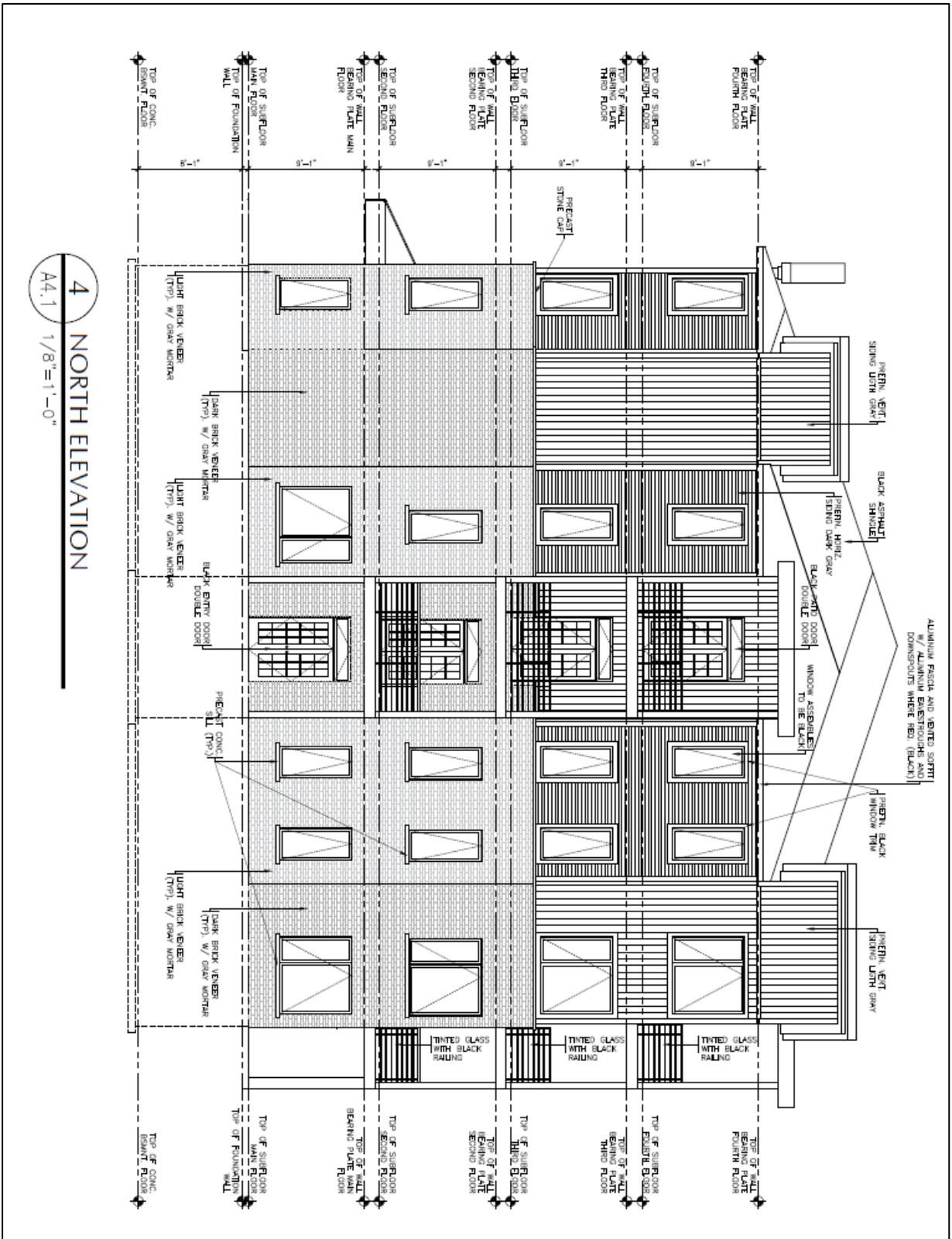
First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

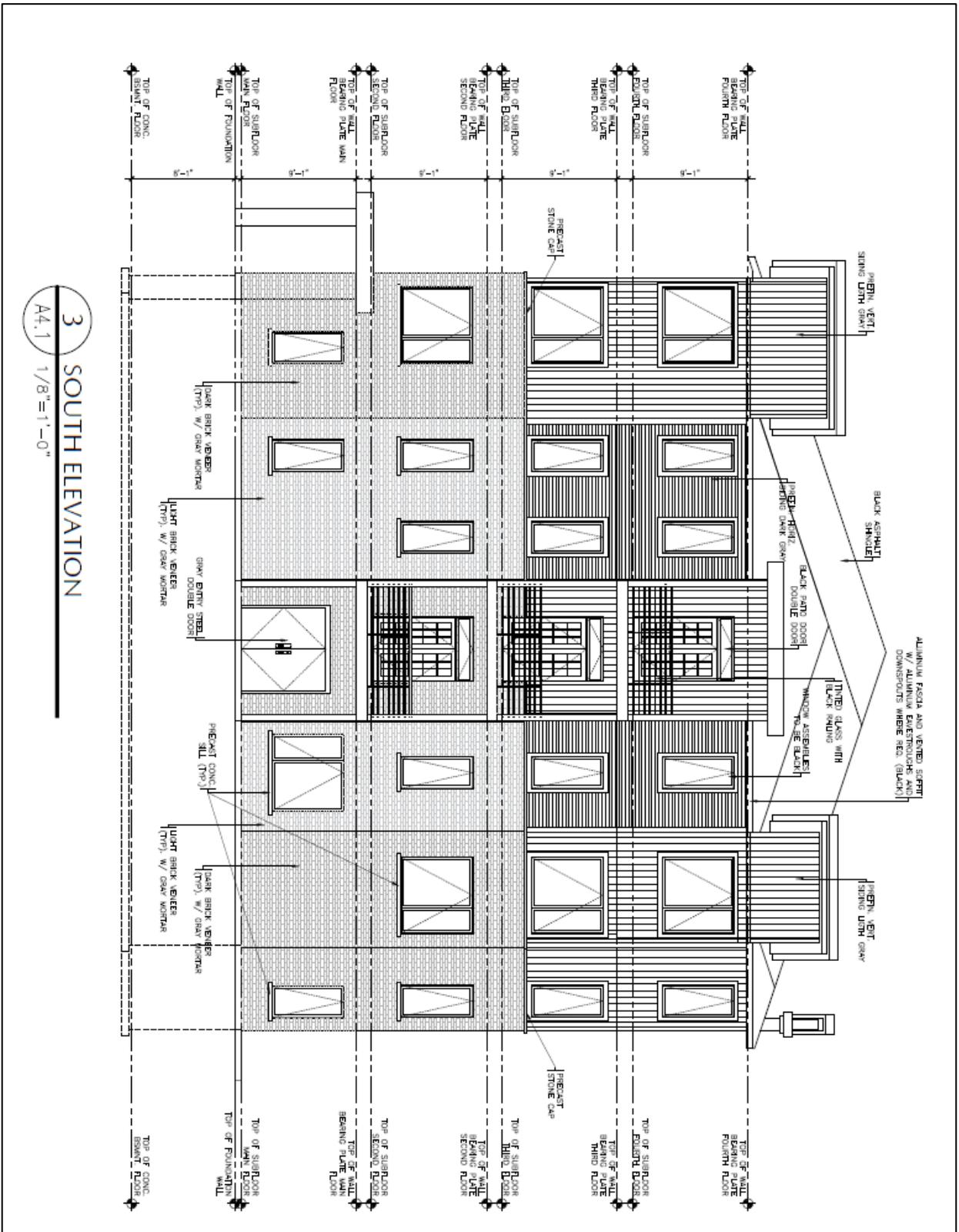
Schedule "A"





1 EAST STREET ELEVATION
 A4.1 1/8"=1'-0"





Bill No. 164
2021

By-law No. A.-_____ - ____

A by-law to appoint Leslie Hancock as Administrator for the Dearness Home under the *Long-Term Care Homes Act, 2007*, S.O. 2007, c.8.

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

AND WHEREAS section 70(1) of the *Long-Term Care Homes Act, 2007*, S.O. 2007, c.8, (the "Act") requires every licensee of a long-term care home to ensure that the home has an Administrator;

AND WHEREAS section 70(2) of the Act provides the Administrator (a) shall be in charge of the long-term care home and be responsible for its management; and (b) shall perform any other duties provided for in the regulations;

AND WHEREAS it is deemed expedient to appoint the Administrator for the Dearness Home by by-law;

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

1. Leslie Hancock be appointed as the Administrator for the Dearness Home.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 165
2021

By-law No. A.-_____ - ____

A by-law to appoint Barb Westlake-Power as
Deputy Clerk.

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 subsection 228(1) of the *Municipal Act, 2001*, as amended (the "Act") requires a municipality to appoint a clerk;

AND WHEREAS subsection 228(2) of the Act, permits a municipality to appoint a Deputy Clerk who shall have all the powers and duties of the clerk under this Act or any other Act;

AND WHEREAS subsection 228(4) of the Act, permits the clerk to delegate, in writing, any of the clerk's powers and duties under this and any other Act;

AND WHEREAS subsection 228(5) of the Act, the clerk may continue to exercise the delegated powers and duties, despite the delegation;

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

1. Barb Westlake-Power is hereby appointed Deputy Clerk for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Clerk, who shall have all the powers of the City Clerk under the *Municipal Act, 2001* or any other Act.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 166
2021

By-law No. A.-_____ - ____

A by-law to appoint Michael Schulthess as
Deputy Clerk.

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 subsection 228(1) of the *Municipal Act, 2001*, as amended (the "Act") requires a municipality to appoint a clerk;

AND WHEREAS subsection 228(2) of the Act, permits a municipality to appoint a Deputy Clerk who shall have all the powers and duties of the clerk under this Act or any other Act;

AND WHEREAS subsection 228(4) of the Act, permits the clerk to delegate, in writing, any of the clerk's powers and duties under this and any other Act;

AND WHEREAS subsection 228(5) of the Act, the clerk may continue to exercise the delegated powers and duties, despite the delegation;

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

1. Michael Schulthess is hereby appointed Deputy Clerk for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Clerk, who shall have all the powers of the City Clerk under the *Municipal Act, 2001* or any other Act.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 167
2021

By-law No. A.-_____ - ____

A by-law to appoint deputies to the City Clerk
and repeal By-law No. A.-7628-510.

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 subsection 228(1) of the *Municipal Act, 2001*, as amended (the “Act”) requires a municipality to appoint a clerk;

AND WHEREAS subsection 228(2) of the Act, permits a municipality to appoint a deputy clerk(s) who shall have all the powers and duties of the clerk under this Act or any other Act;

AND WHEREAS subsection 228(4) of the Act, permits the clerk to delegate, in writing, any of the clerk’s powers and duties under this and any other Act;

AND WHEREAS subsection 228(5) of the Act, the clerk may continue to exercise the delegated powers and duties, despite the delegation;

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

1. Sarah Corman is hereby appointed as a Deputy Clerk for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Clerk, who shall have all the powers of the City Clerk under the *Municipal Act, 2001* or any other Act.
2. Evelina Skalski is hereby appointed as a Deputy Clerk for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Clerk, who shall have all the powers of the City Clerk under the *Municipal Act, 2001* or any other Act.
3. Bridgette Somers is hereby appointed as a Deputy Clerk for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Clerk, who shall have all the powers of the City Clerk under the *Municipal Act, 2001* or any other Act.
4. Jeannie Raycroft is hereby appointed as a Deputy Clerk for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Clerk, who shall have all the powers of the City Clerk under the *Municipal Act, 2001* or any other Act.
5. By-law No. A.-7628-510 being “A by-law to repeal By-law No. 7541-128 and to appoint deputies to the City Clerk”, passed by Council on October 17, 2017 is hereby repealed.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021

Bill No. 168
2021

By-law No. A.-_____ -_____

A by-law to appoint deputies to the City
Treasurer of The Corporation of the City of
London and to repeal By-law A.-7783-497.

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 subsection 286(1) of the *Municipal Act, 2001*, as amended (the "Act"), permits a municipality to appoint a treasurer who is responsible for handling all financial affairs of the municipality on behalf of and in the manner directed by council of the municipality;

AND WHEREAS subsection 286(2) of the Act permits the municipality to appoint deputy treasurers who shall have all the powers and duties of the treasurer under this Act or any other Act;

AND WHEREAS subsection 286(6) of the Act, the treasurer may continue to exercise the delegated powers and duties, despite the delegation;

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

1. Ian Collins is hereby appointed as a Deputy Treasurer for The Corporation of the City of London under the *Municipal Act, 2001*, as amended, subject to the direction of the City Treasurer, who shall have all the powers of the City Treasurer under the *Municipal Act, 2001* or any other Act.
2. Kyle Murray is hereby appointed as a Deputy Treasurer for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Treasurer, who shall have all the powers of the City Treasurer under the *Municipal Act, 2001* or any other Act.
3. Jim Logan is hereby appointed as a Deputy Treasurer for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Treasurer, who shall have all the powers of the City Treasurer under the *Municipal Act, 2001* or any other Act.
4. Joseph McMillan is hereby appointed as a Deputy Treasurer for The Corporation of the City of London, under the *Municipal Act, 2001*, as amended, subject to the direction of the City Treasurer, who shall have all the powers of the City Treasurer under the *Municipal Act, 2001* or any other Act.
5. By-law No. A.-7783-497 being "A by-law to appoint deputies to the City Treasurer of The Corporation of the City of London", passed by Council on October 16, 2018 is hereby repealed.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on April 13, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 13, 2021
Second Reading – April 13, 2021
Third Reading – April 13, 2021