



Council Agenda Including Addeds

The 7th Meeting of City Council

May 4, 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

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Pages

1. **Disclosures of Pecuniary Interest**
2. **Recognitions**
3. **Review of Confidential Matters to be Considered in Public**
4. **Council, In Closed Session**
 - 4.1. Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/7/CSC)
 - 4.2. Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/7/CSC)
 - 4.3. 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. (6.3/7/CSC)
 - 4.4. Litigation / Solicitor-Client Privileged Advice

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 litigation currently before the Superior Court of Justice, Court files No. 7132/12, 1235/13, 1294/13 and 2438/15 affecting the municipality and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/6/CWC)

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

- 5.1. 6th Meeting held on April 13, 2021 11

6. Communications and Petitions

- 6.1. Update - City of London 2020-2021 Winter Response Program for Unsheltered Individuals

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 7 (2.3) of the 7th Report of the Community and Protective Services Committee)

- 1. J. Baskey 113
- 2. A. Oakey 115
- 3. Councillors M. van Holst and S. Lewis 118
- 4. (ADDED) E. Blaney 120

- 6.2. Homeless Prevention Funding Received in 2020-21 and COVID-19 Response

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 8 (2.5) of the 7th Report of the Community and Protective Services Committee)

- 1. A. Badillo, ACORN London 135

- 6.3. Animal By-law PH-3

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 12 (4.1) of the 7th Report of the Community and Protective Services Committee)

- 1. L. Poynter, Paws United Dog Rescue 136
- 2. P. Armstrong 137
- 3. D. Harris 138
- 4. (ADDED) C. Hueston 139
- 5. (ADDED) S. Leckie, Animal Outreach Cat Rescue 140

- 6.4. Kilally South, East Basin Environmentally Significant Area - 1918 to 2304 and 2005 to 2331 Kilally Road (OZ-9275)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 8 (3.3) of the 6th Report of the Planning and

Environment Committee)

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1.	Disclosures of Pecuniary Interest	
2.	(2.1) 3rd Report of the Accessibility Advisory Committee	
3.	(2.2) 3rd Report of the Animal Welfare Advisory Committee	
4.	(2.4) Coordinated Informed Response (CIR) Spring Update	
5.	(2.6) Amendments to the Open-Air Burning By-law F-7 (Relates to Bill No. 191)	
6.	(2.7) Fire Safety Grant Transfer Payment Agreement (Relates to Bill No. 180)	
7.	(2.3) Update - City of London 2020-2021 Winter Response Program for Unsheltered Individuals	
8.	(2.5) Homeless Prevention Funding Received in 2020-21 and COVID-19 Response	
9.	(2.8) Security Video Cameras on Private Residential Property	
10.	(3.1) Swimming Pool Fence By-law - Proposed Amendments (Relates to Bill No. 206)	
11.	(3.2) Administrative Monetary Penalties - Application to Municipal By-laws (Relates to Bill No's. 181, 183, 192, 194, 195, 196, 197, 198, 199, 207, 208, 209, 210, 211, 212, and 218)	
12.	(4.1) Animal By-law PH-3	
13.	(5.1) Deferred Matters List	
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2.	(2.1) Integrity Commissioner Agreement	
3.	(2.4) Declare Surplus - Portion of City-Owned Property – 2846 and 2870 Tokala Trail	
4.	(2.5) Report of the Federation of Canadian Municipalities Board of Directors -Virtual Meeting - March 9-12, 2021	
5.	(2.2) Year 2021 Tax Policy (Relates to Bill No's. 177 and 178)	
6.	(2.3) Year 2021 Education Tax Rates (Relates to Bill No. 179)	
7.	(4.1) Application – Issuance of Proclamation – World Migratory Bird Day	

8.	(4.2) Advisory Committees	
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11.	(5.3) Board of Directors – Federation of Canadian Municipalities	
8.3.	6th Report of the Civic Works Committee	162
1.	Disclosures of Pecuniary Interest	
2.	(2.1) 3rd Report of the Transportation Advisory Committee	
3.	(2.2) Appointment of Consulting Engineer for Construction Administration Services - 2021 Infrastructure Renewal Program: Regent Street and Maitland Street Valve Chamber and Instrumentation	
4.	(2.4) Amendments to the Traffic and Parking By-law (Relates to Bill No's. 202, 203, and 204)	
5.	(2.6) 2021 New Traffic and Pedestrian Signals and Pedestrian Crossovers (Relates to Bill No. 205)	
6.	(2.7) Greenway Wastewater Treatment Plant UV Disinfection - Equipment Single Source	
7.	(2.8) Victoria Street Pumping Station Class Environmental Assessment - Notice of Completion	
8.	(2.9) Supply and Delivery of Traffic Paint SS21-17	
9.	(2.10) Contract Award: Tender RFT21-23 - 2021 Infrastructure Renewal Program and Mornington Stormwater Management Pond Expansion	
10.	(2.3) Sewage Overflows and Bypasses Into the Thames River	
11.	(2.5) Update on Resource Recovery Strategy Including Mixed Waste Processing	
12.	(3.1) Street Renaming Portion of Blackwater Road (Plans 33M-764 and 33M-787) File MN-9313 (Relates to Bill No. 213)	
13.	(3.2) Amendments to Consolidated Fees and Charges By-law (Relates to Bill No. 182)	
14.	(5.1) Deferred Matters List	
8.4.	6th Report of the Planning and Environment Committee	170
1.	Disclosures of Pecuniary Interest	
2.	(2.1) 3392 Wonderland Road South - Removal of Holding Provision h-17 (H-9298) (Relates to Bill No. 219)	
3.	(2.3) Annual Report on Building Permit Fees	
4.	(2.4) Building Division Monthly Report for February 2021	

5. (2.2) Recovery Grant Program (Relates to Bill No's. 186, 187, 188, 189, and 190)
 6. (3.1) Demolition Request for Dwelling on Heritage Listed Property at 88 Wellington Road
 7. (3.2) Demolition Request for Dwelling on Heritage Listed Property at 92 Wellington Road
 8. (3.3) Kilally South, East Basin Environmentally Significant Area - 1918 to 2304 and 2005 to 2331 Kilally Road (OZ-9275) (Relates to Bill No's. 184 and 220)
 9. (4.1) 2nd Report of the Trees and Forests Advisory Committee
 10. (4.2) 3rd Report of the Advisory Committee on the Environment
 11. (4.3) 4th Report of the London Advisory Committee on Heritage
- 8.5. 7th Report of the Planning and Environment Committee 259
1. Disclosures of Pecuniary Interest
 2. (2.2) 3700 Colonel Talbot Road and 3645 Bostwick Road - W-3 Farms Subdivision - Phase 1 - Special Provisions (39T-17503-1)
 3. (2.3) 3493 Colonel Talbot Road (H-9284) (Relates to Bill No. 222)
 4. (2.4) 1635 Commissioners Road East and 2624 Jackson Road - Extension of Draft Plan Approval (39T-06507)
 5. (2.5) 2015 Shore Road - Removal of Holding Provisions (H-9251) (Relates to Bill No. 223)
 6. (2.6) 3924 - 4138 Colonel Talbot Road - Heathwoods Subdivision - Phase 2 -Special Provisions (39T-12503-2)
 7. (2.1) 420 Fanshawe Park Road East (H-9320) (Relates to Bill No. 221)
 8. (3.1) 3rd Report of the Environmental and Ecological Planning Advisory Committee
 9. (3.2) 526 Oxford Street East (OZ-9303) (Relates to Bill No's. 185 and 224)
 10. (3.3) 1701-1737 Richmond Street (Z-9291) (Relates to Bill No. 225)
- 8.6. 8th Report of the Strategic Priorities and Policy Committee 271
1. Disclosures of Pecuniary Interest
 2. (2.1) Update – Development of the Climate Emergency Action Plan
 3. (4.1) RBC Place London – COVID-19 Financial Impacts
 4. (4.2) 2020 Year-End Operating Budget Monitoring Report and

COVID-19 Financial Impacts

- 5. (4.3) 2020 Year-End Capital Budget Monitoring Report and COVID-19 Financial Impacts
- 6. (4.4) Greater London International Airport Authority (GLIAA) Board of Directors
- 7. (5.1) COVID-19 – City of London Services Update (Spring/Summer2021)

9. Added Reports

- 9.1. 7th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

- 12.1. *(ADDED) Councillor M. Cassidy - Proclamation Request - Day of Action Against Anti-Asian Racism* 277

13. By-laws

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

- 13.1. Bill No. 176 By-law No. A.- _____ - _____ 283
A by-law to confirm the proceedings of the Council Meeting held on the 4th day of May, 2021. (City Clerk)
- 13.2. Bill No. 177 By-law No. A.- _____ - _____ 284
A by-law setting tax ratios for property classes in 2021. (2.2a/7/CSC)
- 13.3. Bill No. 178 By-law No. A.- _____ - _____ 288
A by-law levying tax rates for property classes in 2021. (2.2b/7/CSC)
- 13.4. Bill No. 179 By-law No. A.- _____ - _____ 293
A by-law levying rates for 2021 for school purposes in the City of London. (2.3/7/CSC)
- 13.5. Bill No. 180 By-law No. A.- _____ - _____ 297
A by-law to approve and authorize the Fire Safety Grant Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal (the “Province”) and The Corporation of the City of London (the “Recipient”). (2.7/7/CPSC)
- 13.6. Bill No. 181 By-law No. A-54-21 _____ 313
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”. (3.2a/7/CPSC)
- 13.7. Bill No. 182 By-law No. A-56-21 _____ 344

	A by-law to amend By-law No. A-56 being “A by-law to provide for Various Fees and Charges” by adding fees related to the London Hefty® EnergyBag® Pilot Project and the Bike Lockers Pilot Project. (3.2/6/CWC)	
13.8.	Bill No. 183 By-law No. B-1-21 _____ A by-law to amend By-law No. B-1 referred to as Naming of Highways and Numbering of Buildings & Lots By-law, to amend Part 7. (3.2h/7/CPSC)	346
13.9.	Bill No. 184 By-law No. C.P.-1284(____)-____ A by-law to amend the Official Plan for the City of London, 1989 relating 1918 to 2304 and 2005 to 2331 Kilally Road excluding 2065 Kilally Road. (3.3a/6/PEC)	347
13.10.	Bill No. 185 By-law No. C.P.-1284(____)-____ A by-law to amend the Official Plan for the City of London, 1989 relating to 526 Oxford Street East. (3.2a/7/PEC)	353
13.11.	Bill No. 186 By-law No. C.P.-1467(____)-____ 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 adding in its entirety, Schedule 3 – The Recovery Grant Program Guidelines. (2.2a/6/PEC)	357
13.12.	Bill No. 187 By-law No. C.P.-1468(____)-____ A by-law to amend C.P.-1468-176, as amended, being “A By-law to establish financial incentives for the Old East Village Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines. (2.2b/6/PEC)	371
13.13.	Bill No. 188 By-law No. C.P.-1481(____)-____ A by-law to amend C.P.- 1481-176, as amended, being “A By-law to establish financial incentives for the SoHo Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines. (2.2c/6/PEC)	385
13.14.	Bill No. 189 By-law No. C.P.-1527(____)-____ A by-law to amend C.P.- 1527-248, as amended, being “A By-law to establish financial incentives for the Hamilton Road Area Community Improvement Project Area” by adding in its entirety, Schedule B – The Recovery Grant Program Guidelines. (2.2d/6/PEC)	399
13.15.	Bill No. 190 By-law No. C.P.-1539(____)-____ A by-law to amend C.P.- 1539-220, as amended, being “A By-law to establish financial incentives for the Lambeth Area Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines. (2.2e/6/PEC)	413
13.16.	Bill No. 191 By-law No. F-_____ A by-law to provide for the regulation of open air burning in the City of London and to repeal By-law F-7. (2.6/7/CPSC)	427

13.17.	Bill No. 192 By-law No. L.-130(____)-_____	435
	A by-law to amend By-law No. L.-130-71 referred to as Vehicle for Hire By-law, to amend Part 18. (3.2m/7/CPSC)	
13.18.	Bill No. 193 By-law No. L.S.P.-_____ - _____	436
	A by-law to enact a Heritage Easement Agreements of the property at 39 Carfrae Street, pursuant to the provision of the <i>Ontario Heritage Act</i> . (Heritage Easement)	
13.19.	Bill No. 194 By-law No. PH-3-21_____	469
	A by-law to amend By-law No. PH-3 referred to as Animal Control By-law, to amend Part 15. (3.2c/7/CPSC)	
13.20.	Bill No. 195 By-law No. PH-4-21_____	470
	A by-law to amend By-law No. PH-4 referred to as Dog Licensing and Control By-law, to amend Part 9. (3.2d/7/CPSC)	
13.21.	Bill No. 196 By-law No. PH-7-21_____	471
	A by-law to amend By-law No. PH-7 referred to as Dog Off-leash Areas By-law, to amend Section 7. (3.2e/7/CPSC)	
13.22.	Bill No. 197 By-law No. PH-12-21_____	472
	A by-law to amend By-law No. PH-12 referred to as Pit Bull Dog Licensing By-law, to amend Part 6. (3.2b/7/CPSC)	
13.23.	Bill No. 198 By-law No. PH-18-21_____	473
	A by-law to amend By-law No. PH-18 referred to as Public Nuisance By-law, to amend Part 7. (3.2i/7/CPSC)	
13.24.	Bill No. 199 By-law No. PR-2-21_____	474
	A by-law to amend By-law No. PR-2 referred to Parks and Recreation Area By-law, to amend Part 7. (3.2k/7/CPSC)	
13.25.	Bill No. 200 By-law No. PS-113-21_____	475
	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)	
13.26.	Bill No. 201 By-law No. PS-113-21_____	477
	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)	
13.27.	Bill No. 202 By-law No. PS-113-21_____	479
	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 (2.4/6/CWC)	
13.28.	Bill No. 203 By-law No. PS-113-21_____	481
	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 (2.4/6/CWC)	
13.29.	Bill No. 204 By-law No. PS-113-21_____	482

	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 (2.4/6/CWC)	
13.30.	Bill No. 205 By-law No. PS-113-21_____	483
	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 (2.6/6/CWC)	
13.31.	Bill No. 206 By-law No. PS-5-21_____	484
	A by-law to amend By-law PS-5 entitled “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences.” (3.1/7/CPSC)	
13.32.	Bill No. 207 By-law No. PS-5-21_____	487
	A by-law to amend By-law No. PS-5 referred to as Swimming Pool Fence By-law, to amend Part 7. (3.2g/7/CPSC)	
13.33.	Bill No. 208 By-law No. PS-6-21_____	488
	A by-law to amend By-law No. PS-6 referred to as Fence By-law, to amend Part 17. (3.2f/7/CPSC)	
13.34.	Bill No. 209 By-law No. PW-2-21_____	489
	A by-law to amend By-law No. PW-2 referred to as Abandoned Refrigerator, Freezer & Containers By-law, to amend Part 3 (3.2n/7/CPSC)	
13.35.	Bill No. 210 By-law No. PW-12-21_____	490
	A by-law to amend By-law No. PW-12 referred to as Sound By-law, to amend Part 7 (3.2j/7/CPSC)	
13.36.	Bill No. 211 By-law No. S-1-21_____	491
	A by-law to amend By-law No. S-1 referred to as Streets By-law, to amend Part 9. (3.2p/7/CPSC)	
13.37.	Bill No. 212 By-law No. S.-5868(____)-_____	492
	A by-law to amend By-law No. S.-5868-183 referred to as Sign By-law, to amend Section 3.12. (3.2l/7/CPSC)	
13.38.	Bill No. 213 By-law No. S.-_____ -_____	493
	A by-law to rename a portion of “Blackwater Road” from “Sunningdale Road East”, northward to Block 5, Part of Lot 13 Concession 6, on Registered Plan 33M-764, and northward to Block 11, Part of Lot 13 Concession 6, on Registered Plan 33M-787 to “Appletree Gate”. (3.1/6/CWC)	
13.39.	Bill No. 214 By-law No. S.-_____ -_____	494
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as part of Paulpeel Avenue) (Chief Surveyor – plan of subdivision requiring 0.3m reserve on abutting plan, 33M-691, for unobstructed legal access through a subdivision)	
13.40.	Bill No. 215 By-law No. S.-_____ -_____	496

	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, east of Jennifer Road) (Chief Surveyor – for road widening purposes, registered as ER1354410, pursuant to SPA20-029 and in accordance with Zoning By-law Z.-1)	
13.41.	Bill No. 216 By-law No. W.-_____ - ____ A by-law to authorize the Dearness Home Auditorium Expansion (Project No. DH1100) (2.5/6/CPSC)	498
13.42.	Bill No. 217 By-law No. W.-_____ - ____ A by-law to authorize the Road Networks Improvements (Main) (Project No. TS144621) (2.5d/5/CWC)	499
13.43.	Bill No. 218 By-law No. WM-12-21_____ A by-law to amend By-law No. WM-12 referred to as Municipal Waste & Resource Materials Collection By-law, to amend Part 12. (3.2o/7/CPSC)	500
13.44.	Bill No. 219 By-law No. Z.-1-21_____ A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 3392 Wonderland Road South. (2.1/6/PEC)	501
13.45.	Bill No. 220 By-law No. Z.-1-21_____ A by-law to amend By-law No. Z.-1 to rezone 1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road. (3.3c/6/PEC)	503
13.46.	Bill No. 221 By-law No. Z.-1-21_____ A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 420 Fanshawe Park Road East. (2.1/7/PEC)	505
13.47.	Bill No. 222 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 3493 Colonel Talbot Road. (2.3/7/PEC)	507
13.48.	Bill No. 223 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 2015 Shore Road. (2.5/7/PEC)	509
13.49.	Bill No. 224 By-law No. Z.-1-21_____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 526 Oxford Street East. (3.2b/7/PEC)	511
13.50.	Bill No. 225 By-law No. Z.-1-21_____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1701-1737 Richmond Street. (3.3/7/PEC)	513

14. Adjournment



Council Minutes

The 6th Meeting of City Council
April 13, 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. Pelozo, A. Kayabaga, S. Hillier

Also Present: M. Ribera and C. Saunders
Remote Attendance: L. Livingstone, G. Barrett, B. Card, C. Cooper, S. Corman, G. Kotsifas, J.P. McGonigle, K. Murray, K. Scherr, M. Schulthess, C. Smith, S. Stafford, A. Thompson, B. Warner, B. Westlake-Power and 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, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier.

1. Disclosures of Pecuniary Interest

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

Item 17 (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 Water System, by indicating that he is an employee of the Middlesex London Health Unit.

Item 7 (4.3) of the 7th Report of the Strategic Priorities and Policy Committee, having to do with a request for research on the effects of public health restrictions in London during the COVID-19 emergency, by indicating that he is an employee of the Middlesex London Health Unit.

Councillor J. Helmer discloses a pecuniary interest in Item 15 (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.

Mayor E. Holder discloses a pecuniary interest in Item 22 (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 P. Van Meerbergen discloses a pecuniary interest in Item 2 (2.1) of the 6th Report of the Community and Protective Services Committee, having to do with the 1st Report of the Childcare Advisory Committee, by indicating that his spouse owns and operates a day care.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: S. Hillier

Seconded by: P. Van Meerbergen

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

a) Stage 4 – Council, In Closed Session be considered after Stage 13- By-laws, with the exception of Bill No. 133, being a by-law to confirm the proceedings of the Council Meeting held on the 13th day of April, which will be considered, prior to Stage 14 – Adjournment; and

b) Stage 9 – Added Reports –Item 9.1 – 6th 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 5th Meeting held on March 23, 2021

Motion made by: S. Lewis

Seconded by: M. Cassidy

That Minutes from the meeting held on March 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

Motion made by: A. Hopkins

Seconded by: E. Pelozza

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

6.1 Public Notice policy (refer to Item 4 (4.1) of the 5th Report of the Corporate Services Committee).

6.2 Dundas Place - Temporary Bicycle Lanes (refer to Item 18 (2.17) of the 5th Report of Civic Works Committee).

6.3 Old East Village Community Improvement Plan - Performance Measures and Indicators of Success (refer to Item 16 (3.2) of the 5th Report of the Planning and Environment Committee).

6.4 Application - 1414 Dundas Street (Z-9276) (refer to Item 17 (3.3) of the 5th Report of the Planning and Environment Committee).

6.5 Application - 101 Meadowlily Road (refer to Item 19 (3.5) of the 5th Report of the Planning and Environment Committee).

6.6 Masonville Draft Secondary Plan (O-8991) (refer to Item 25 (3.11) of the 5th Report of Planning and Environment Committee).

6.7 London's Housing First Emergency Youth Shelter (refer to Item 10 (3.1) of the 6th Report of the Community and Protective Services Committee).

6.8 Affordable Housing Units in London (refer to Item 14 (4.4) of the 6th Report of the Community and Protective Services Committee).

6.9 (ADDED) Operation of City Council (refer to Item 8 (4.4) of the 7th Report of the Strategic Priorities and Policy 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. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 5th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 5th Report of the Corporate Services Committee BE APPROVED, excluding Items 6 (4.3) and 8 (4.5).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2020 Compliance Report in Accordance with the Procurement of Goods and Services Policy

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 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

3. (2.2) Procurement in Emergencies Update 3 – COVID -19

Motion made by: M. Cassidy

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

4. (4.1) Public Notice Policy - AnnaMaria Valastro

Motion made 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.

Motion Passed

5. (4.2) Application – Issuance of Proclamation – Guillain-Barré Syndrome (GBS) and Chronic Inflammatory

Motion made by: M. Cassidy

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.

Motion Passed

7. (4.4) Application - Issuance of Proclamation - Intersex Awareness Day

Motion made by: M. Cassidy

That based on the application dated March 12, 2021, from Intersex London Canada, October 26, 2021 BE PROCLAIMED Intersex Awareness Day.

Motion Passed

6. (4.3) Application – Issuance of Proclamation – Southwestern Ontario Film Week

Motion made by: M. Cassidy

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.

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

Motion Passed (15 to 0)

8. (4.5) Application - Issuance of Proclamation - World Press Freedom Day 2021

Motion made by: M. Cassidy

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

Motion Passed (15 to 0)

8.2 5th Report of the Civic Works Committee

Motion made by: E. Pelosa

That the 5th Report of the Civic Works Committee BE APPROVED, excluding Items 14 (2.8), 16 (2.13), 17 (2.14), 18 (2.17) and 22 (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. Pelosa, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

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.

Motion Passed

2. (2.1) 2nd Report of the Transportation Advisory Committee

Motion made by: E. Pelosa

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

3. (2.2) 1st Report of the Waste Management Working Group

Motion made by: E. Pelosa

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

4. (2.3) Investing in Canada Infrastructure Program (ICIP) Public Transit Stream: Approval of Transfer Payment Agreement (Relates to Bill No. 134)

Motion made by: E. Pelozza

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

5. (2.4) Federation of Canadian Municipalities' Municipal Asset Management Program Grant Application

Motion made by: E. Pelozza

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

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)

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 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

7. (2.6) Contract Award: Tender RFT21-16 - 2021 Infrastructure Renewal Program - English Street and Lorne Avenue Reconstruction (Relates to Bill No. 147)

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 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

8. (2.7) 2021 Renew London Infrastructure Construction Program and 2020 Review

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 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

9. (2.9) Contract Award: RFT21-11 - 2021 Infrastructure Renewal Program - Burlington Street and Paymaster Avenue

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 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

10. (2.10) Appointment of Consulting Engineer for Construction Administration Services - 2021 Infrastructure Renewal Program - Talbot Street

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 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

11. (2.11) Adelaide Street Underpass Project: Subway Construction Agreement and Crossing and Maintenance Agreement (Relates to Bill No's. 135 and 136)

Motion made by: E. Pelosa

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

12. (2.15) Proposed Draft Environmental Assessment Study Report for the Expansion of the W12A Landfill

Motion made by: E. Pelosa

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

13. (2.16) Proposed Expansion of the W12A Landfill Site - Updated Environmental Assessment Engineering Consulting Costs

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 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

15. (2.12) Cycling and Transportation Demand Management Upcoming Projects

Motion made by: E. Pelosa

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)

Motion Passed

19. (4.1) 2nd Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

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.

Motion Passed

20. (4.2) Imperial Road Sidewalk

Motion made by: E. Pelosa

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.

Motion Passed

21. (4.3) Reallocation of Sidewalk Construction Funds

Motion made by: E. Pelosa

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.

Motion Passed

14. (2.8) Automated Speed Enforcement - Spring 2021 Update

Motion made by: E. Pelosa

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: (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. Pelosa, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

16. (2.13) Green Bin Program Design - Community Engagement Feedback

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 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 made by: E. Pelosa

The motion to approve part a) is put:

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;

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

Motion Passed (15 to 0)

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

That Item 16 (2.13) of the 5th Report of the Civic Works Committee, having to do with the Green Bin Program Design – Community Engagement Feedback BE REFERRED to the May 11, 2021 meeting of the Civic Works Committee for further consideration.

Yeas: (4): M. van Holst, M. Salih, P. Van Meerbergen, and S. Hillier

Nays: (11): Mayor E. Holder, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

Motion Failed (4 to 11)

Motion made by: E. Pelozza

The motion to approve the balance of the Item is put:

- 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 be 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)

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

Nays: (2): M. van Holst, and P. Van Meerbergen

Motion Passed (13 to 2)

17. (2.14) 2020 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System

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

Recuse: (1): S. Turner

Motion Passed (14 to 0)

18. (2.17) Dundas Place - Temporary Bicycle Lanes (Relates to Bill No's. 148 and 149)

Motion made by: E. Pelosa

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)

At 4:56 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 4:57 PM, Mayor E. Holder resumes the Chair and Deputy J. Morgan takes his seat at the Council Board.

Motion made by: E. Pelosa

The motion to approve part a) is put:

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,

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

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

Motion Failed (7 to 8)

Motion made by: S. Lewis

Seconded by: P. Squire

The Civic Administration BE DIRECTED to bring forward the necessary by-laws to the May 4, 2021 meeting of Municipal Council to operationalize Option #3, Traffic Diversions, with respect to Dundas Place temporary bicycle lanes, with components of physical barriers being included in the plan.

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. Pelosa, A. Kayabaga, and S. Hillier

Nays: (1): A. Hopkins

Motion Passed (14 to 1)

Motion made by: E. Pelosa

Seconded by: P. Squire

The motion to approve the motion, as amended, is put.

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)

Item 18 (2.17), as amended, reads as follows:

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) the Civic Administration BE DIRECTED to bring forward the necessary by-laws to the May 4, 2021 meeting of Municipal Council to operationalize Option #3, Traffic Diversion, with respect to

Dundas Place temporary bicycle lanes, with components of physical barriers being included in the plan; 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)

22. (5.1) Deferred Matters List

Motion made by: E. Pelozo

That the Civic Works Committee Deferred Matters List, as at March 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)

8.3 5th Report of the Planning and Environment Committee

At 5:28 PM, Councillor M. Salih leaves the meeting.

Motion made by: P. Squire

That the 5th Report of the Planning and Environment Committee BE APPROVED, excluded items 17 (3.3), 19 (3.5) and 26 (4.1).

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)

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 Trees and Forests Advisory Committee

Motion made by: P. Squire

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

3. (2.2) 2nd Report of the Advisory Committee on the Environment

Motion made by: P. Squire

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

4. (2.3) 1st Report of the Agricultural Advisory Committee

Motion made by: P. Squire

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

5. (2.4) Bill 229 and Ontario's Flooding Strategy

Motion made by: P. Squire

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

6. (2.5) Affordable Housing Community Improvement Plan – Loan Agreements – Delegated Authority By-laws (Relates to Bill No's. 139 and 140)

Motion made by: P. Squire

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

7. (2.6) Application - 122 Base Line Road West (H-9306) (Relates to Bill No. 155)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Housing Development Limited, 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

8. (2.7) Application - 2725 Asima Drive (33M-699, Block 53) (P-9282) (Relates to Bill No. 141)

Motion made by: P. Squire

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

9. (2.8) Application - 335 Kennington Way and 3959 Mia Avenue (33M-765, Block 1, RP 33R-20777 Parts 2 and 3) (P-9304)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Prosperity Homes, 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

10. (2.9) Application - 3964 Mia Avenue (33M-765, Block 2) (P-9305)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Prosperity Homes 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

11. (2.10) Application - 3087 White Oak Road, Block 73 (H-9271)
(Relates to Bill No. 156)

Motion made by: P. Squire

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

12. (2.11) Application - 3493 Colonel Talbot Road – Silverleaf Subdivision Phase 2 – Special Provisions

Motion made by: P. Squire

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

13. (2.12) 2021 Post-Development Environmental Impact Study Monitoring

Motion made by: P. Squire

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

14. (2.13) Building Division Monthly Report for January 2021

Motion made by: P. Squire

That the Building Division Monthly Report for January 2021 BE RECEIVED for information. (2021-A23)

Motion Passed

15. (3.1) Downtown Community Improvement Plan - Performance Measures and Indicators of Success (O-9286) (Relates to Bill No. 142)

Motion made by: P. Squire

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)

Motion Passed

16. (3.2) Old East Village Community Improvement Plan - Performance Measures and Indicators of Success (O-9285) (Relates to Bill No. 143)

Motion made by: P. Squire

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)

Motion Passed

18. (3.4) Application - 1870 Aldersbrook Gate 39CD-20514

Motion made by: P. Squire

That, 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)

Motion Passed

20. (3.6) Application - 1153-1155 Dundas Street (O-9207 / Z-9198)
(Relates to Bill No's. 144 and 158)

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 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)

Motion Passed

21. (3.7) Temporary Outdoor Patio Expansion (Z-9300) (Relates to Bill No. 159)

Motion made by: P. Squire

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)

Motion Passed

22. (3.8) Application - 1478 Westdel Bourne 39T-20503 (Z-9278) (Relates to Bill No. 160)

Motion made by: P. Squire

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)

Motion Passed

23. (3.9) 3080 Bostwick Road - 39T-18502 (Z-8931) (Relates to Bill No. 161)

Motion made by: P. Squire

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)

Motion Passed

24. (3.10) 611-615 Third Street (Z-9268) (Relates to Bill No. 162)

Motion made by: P. Squire

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)

Motion Passed

25. (3.11) Masonville Draft Secondary Plan (O-8991)

Motion made by: P. Squire

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)

Motion Passed

27. (4.2) 2nd Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: P. Squire

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.

Motion Passed

At 5:29 PM, Councillor M. Salih enters the meeting.

17. (3.3) Application - 1414 Dundas Street (Z-9276) (Relates to Bill No. 157)

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 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)

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

That Item 17 (3.3) regarding the application related to 1414 Dundas Street BE REFERRED back to the Civic Administration to continue to work with the applicant to address various concerns that have been raised, including parking and the landscaped buffer.

Yeas: (6): M. Salih, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

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

Motion Failed (6 to 9)

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

That Item 17 (3.3) BE AMENDED by adding the following to part b):

The amount of surface parking between the treed allée and the proposed building be minimized as much as possible, through consideration of relocating some of the proposed parking towards the rear of the site.

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)

Motion made by: S. Lewis

Seconded by: P. Squire

That Item 17 (3.3), as amended BE APPROVED.

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. Pelosa, and A. Kayabaga

Motion Passed (8 to 7)

Item 17 (3.3), as amended, reads as follows:

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 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;

c) the Site Plan Authority BE REQUESTED to consider the following heritage mitigation measures and recommendations during the Site Plan 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) the amount of surface parking between the treed allée and the proposed building be minimized as much as possible, through consideration of relocating some of the proposed parking towards the rear of the site;

iv) vehicular access routes to the new Humane Society London & Middlesex facility should be sensitively planned to protect the treed allée; and,

v) 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; and,

d) 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)

19. (3.5) Application - 101 Meadowlily Road South 39CD-20502 (OZ-9192)

At 6:41 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 6:44 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

Motion made by: S. Hillier

Seconded by: S. Lewis

That, 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 application 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, BE REFUSED;

b) the application 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, BE REFUSED;

c) the application 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, BE REFUSED;

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 Heritage Impact Assessment (HIA) with any recommendation and continue to consult with the London Advisory Committee on Heritage (LACH) on HIA matters;

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

- the recommended amendment is not consistent with the Provincial Policy Statement 2020;
- the proposed amendment does not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential and Open Space policies;
- the proposed amendment does not conform to the in-force policies of The London Plan, including but not limited to the Neighbourhood Place Type and Green Space policies.
- the Draft Plan of Vacant Land Condominium application is not considered appropriate and does not conform with The London Plan and the (1989) Official Plan as recommended and is not consistent with the Provincial Policy Statement 2020;

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. Kosciński, 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)

Yeas: (4): S. Lewis, S. Lehman, E. Pelozza, and S. Hillier

Nays: (11): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, and A. Kayabaga

Motion Failed (4 to 11)

Motion made by: M. Cassidy

Seconded by: S. Turner

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2690015 Ontario Inc. relating to the property located at 101 Meadowlily Road South:

- a) the proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting 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 ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting 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 the amendments will come into full force and effect concurrently with Map 1 and Map 7 of The London Plan;
- c) the proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting 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 Heritage Impact Assessment (HIA) with any recommendation and continue to consult with the London Advisory Committee on Heritage (LACH) on HIA matters;

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

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the proposed amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential and Open Space policies;
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhood Place Type and Green Space policies.
- the recommended amendment facilitates the development of an underutilized property and encourages an appropriate form of development;
- the subject lands are located in close proximity to arterial roads, surrounding services and access to the Meadowlily Trail and Thames Valley Parkway which provides pedestrian movements from East London to the City core;
- the Draft Plan of Vacant Land Condominium application is considered appropriate and in conformity with The London Plan and the (1989) Official Plan as recommended and is consistent with the Provincial Policy Statement 2020;
- the proposed residential use is also consistent and permitted under the subject recommended Zoning By-law amendment application. Application for Site Plan Approval has also been reviewed and has advanced to the drawing acceptance stage.

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)

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

Nays: (2): S. Lewis, and S. Hillier

Motion Passed (13 to 2)

26. (4.1) 3rd Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

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;

Amendment:

Motion made by: P. Squire

Seconded by: A. Hopkins

That Item 26 (4.1) BE AMENDED to read as follows:

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 stories;

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;

b) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property located at 181 Dundas Street, in the Downtown Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the porcelain tile previously installed on the storefront be replaced with the brick veneer used elsewhere on the storefront of the façade; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

c) on the recommendation of the Director, City Planning and City Planner with the advice of the Heritage Planner, the proposed by-law, as appended to the staff report dated March 10, 2021, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to:

i) approve the Heritage Easement Agreement, as appended to the above-noted by-law, between The Corporation of the City of

London and the property owner of 39 Carfrae Street, relating to the heritage designated property known as “Carfrae Cottage”; and,

ii) authorize the Mayor and the City Clerk to execute the above-noted Heritage Easement Agreement;

it being noted that a verbal delegation from H. Beck, was received with respect to this matter; and,

d) clauses 1.1, 3.1 and 3.2, 4.1, 4.2, 5.3 and 6.1 BE RECEIVED for information.

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

Motion Passed (15 to 0)

Motion made by: P. Squire

Seconded by: E. Pelozza

The motion to approve Item 26 (4.1), as amended is put.

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

Motion Passed (15 to 0)

Motion made by: A. Hopkins

Seconded by: S. Turner

That the Council recess until 7:15 PM.

Motion Passed

The Council recessed at 6:54 PM, and resumed at 7:18 PM.

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

Motion made by: J. Helmer

That the 6th Report of the Community and Protective Services Committee BE APPROVED, excluding Items 2 (2.1), 7 (2.6), 8 (2.7), and 15 (4.5).

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

Motion Passed (15 to 0)

At 7:20 PM, Mayor E. Holder places Deputy Mayor J Morgan in the Chair and takes a seat at the Council Board.

At 7:25 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

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.

Motion Passed

3. (2.2) 1st Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: J. Helmer

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.

Motion Passed

4. (2.3) Homeless Prevention COVID-19 Response April to June Extension - Single Source Procurement (#SS21-15)

Motion made by: J. Helmer

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)

Motion Passed

5. (2.4) Proposed 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 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)

Motion Passed

6. (2.5) Single Source SS21-12 - Architect to act as Prime Consultant for Dearness Home Auditorium Expansion

Motion made by: J. Helmer

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)

Motion Passed

9. (2.8) Invasive Species Management Update and Funding Plan

Motion made by: J. Helmer

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)

Motion Passed

10. (3.1) London's Housing First Emergency Youth Shelter

Motion made by: J. Helmer

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.

Motion Passed

11. (4.1) Update on Housing Issues from Mission Services of London

Motion made by: J. Helmer

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

12. (4.2) 2nd Report of the Accessibility Advisory Committee

Motion made by: J. Helmer

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.

Motion Passed

13. (4.3) 2nd Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

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.

Motion Passed

14. (4.4) Affordable Housing Units in London

Motion made by: J. Helmer

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)

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 March 22, 2021, BE RECEIVED.

Motion Passed

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

At 7:26 PM, Councillor P. Squire leaves the meeting.

Motion made by: J. Helmer

That it BE NOTED that the 1st Report of the Childcare Advisory Committee, from the meeting held on February 22, 2021, was received.

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

Recuse: (1): P. Van Meerbergen

Absent: (1): P. Squire

Motion Passed (13 to 0)

7. (2.6) Application to UNESCO for London to be Designated a "UNESCO City of Music"

At 7:28 PM, Councillor P. Squire enters the meeting.

At 7:30 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 7:32 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, 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: (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. (2.7) Film Update - Moving Forward (Relates to Bill No. 137)

Motion made by: J. Helmer

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: (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)

15. (4.5) Capital and Operational Needs of Municipal Golf Courses in London

Motion made by: S. Hillier

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)

Motion made by: M. van Holst

Seconded by: S. Hillier

That Item 15 (4.5) BE AMENDED by adding the following:

That, the Civic Administration BE DIRECTED to report back at a future meeting of the Strategic Priorities and Policy Committee with a plan to address both the capital and operational needs of municipal golf courses in London.

Yeas: (3): M. van Holst, P. Squire, and S. Hillier

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

Recuse: (1): J. Helmer

Motion Failed (3 to 11)

Motion made by: S. Hillier

The motion to receive the communication is put.

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

Recuse: (1): J. Helmer

Motion Passed (14 to 0)

8.5 7th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 7th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Items 7 (4.3) and 8 (4.4).

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)

At 7:53 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 7:56 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

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.

Motion Passed

2. (2.2) London Community Recovery Network – Current Status and Next Steps

Motion made by: J. Morgan

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

3. (2.3) London and Middlesex Community Housing Inc. Meeting of the Shareholder - Resolutions Regarding Board Composition (Relates to Bill No. 138)

Motion made by: J. Morgan

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

4. (2.1) London Small Business Centre – Board Governance Structure Updates

Motion made by: J. Morgan

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".

Motion Passed

5. (4.1) Nomination of a New Budget Chair

Motion made by: J. Morgan

That Councillor E. Pelozza 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 Charing of the Strategic Priorities and Policy Committee meetings where discussion and consideration of the Budget takes place.

Motion Passed

6. (4.2) Kettle Creek Conservation Authority Membership

Motion made by: J. Morgan

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.

Motion Passed

7. (4.3) Request for Research on the Effects of Public Health Restrictions in London

Motion made by: J. Morgan

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

Nays: (1): P. Squire

Recuse: (1): S. Turner

Motion Passed (13 to 1)

8. (4.4) Operation of City Council

Motion made by: J. Morgan

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

Nays: (4): A. Hopkins, P. Van Meerbergen, S. Turner, and A. Kayabaga

Motion Passed (11 to 4)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: J. Helmer

Seconded by: S. Lehman

That Introduction and First Reading of Bill No's 134 to 147, inclusive, 150 to 162, excluding Bill No. 157 and 164 to 168, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: A. Hopkins

Seconded by: P. Van Meerbergen

That Second Reading of Bill No's 134 to 147, inclusive, 150 to 162, excluding Bill No. 157 and 164 to 168, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: E. Pelosa

Seconded by: S. Turner

That Third Reading and Enactment of Bill No's 134 to 147, inclusive, 150 to 162, excluding Bill No. 157 and 164 to 168, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Lewis

Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No. 157 BE APPROVED.

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

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

Motion Passed (11 to 4)

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

That Second Reading of Bill No. 157 BE APPROVED.

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

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

Motion Passed (11 to 4)

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

That Third Reading and Enactment of Bill No. 157 BE APPROVED.

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

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

Motion Passed (11 to 4)

4. Council, In Closed Session

At 8:09 PM, Councillor S. Salih, leaves the meeting.

Motion made by: A. Hopkins
Seconded by: M. van Holst

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

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

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

Motion Passed

The Council convenes, In Closed Session at 8:10 PM, with Mayor E. Holder in the Chair and all Member participating, except Councillor M. Salih.

At 8:29 PM, Council resumes into public session, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih.

9. Added Reports

9.1 6th Report of Council in Closed Session

At 8:41 PM, Councillors M. van Holst and S. Hillier leave the meeting.

Motion made by: S. Lewis

Seconded by: J. Morgan

1. Property Acquisition - 4545 Scotland Drive – Wonderland Road Improvements Project, Phase I Settlement Agreement

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, on the advice of the Manager of Realty Services, with respect to the property located at 4545 Scotland Road, further described as Part Lots 23 and 24, Concession 6, Geographic Township of Westminster, designated as Part 1 on PLAN ER 1060851, being all of PIN 08207-0186 (LT), containing an area of approximately 1.551 acres, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Wonderland Road Improvements Project, Phase I, between Highway 401 and Highway 402, the following actions be taken

a) the Settlement Agreement submitted by London Gateway Development Corporation (the "Expropriated Owner"), for a full and final settlement for land taken by the City through expropriation, for the sum of \$402,500.00, subject to the terms and conditions set out in the Settlement Agreement attached as Appendix "C," BE ACCEPTED; and,

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

Yeas: (9): Mayor E. Holder, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelosa, and A. Kayabaga

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

Motion Passed (9 to 3)

Motion made by: S. Lewis

Seconded by: J. Morgan

2. Sale of City-Owned Property – Tender 21-25 - 3047 White Oak Road

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 surplus land located on west side of White Oak Road, containing an area of approximately 0.39 acres and legally described as Part Lots 4 and 5, Plan 643, as in 302417, being all of PIN 08209-0084 (LT) in the City of London, County of Middlesex, as outlined on the location map attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”) submitted in the Request for Tender 21-25 which is attached as Appendix “B”, as submitted by Maged Eissa, in trust for a company to be incorporated under his full control c/o Incon Industrial Limited (the “Successful Bidder”), to purchase the subject property from the City, at a purchase price of \$150,000.00, BE ACCEPTED subject to the terms and conditions set out in the above-noted Agreement.

3. Offer to Purchase Industrial Land - 2030830 Ontario Limited - Skyway Industrial Park

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 Skyway Industrial Park, containing an area of approximately 4.7 acres, on the west side of Robin’s Hill Road, being composed of Part Block 3, Plan 33M-615, designated as Parts 9,10,11,12,13 and 14, Plan 33R-20724, being all of PIN 08151-0265 (LT), as outlined in red on the location map attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 2030830 Ontario Limited (the “Purchaser”) to purchase 4.7 acres of the subject property from the City, at a purchase price of \$329,000.00, reflecting a sale price of \$70,000.00 per acre, BE ACCEPTED subject to the terms and conditions set out in the above-noted Agreement.

4. Offer to Purchase Industrial Land - Bosco and Roxy’s Inc. - Innovation 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 Innovation Park, Phase III, containing an area of approximately 8 acres, on the south side of Discovery Drive, more specifically described as part of Block 2, Plan 33M-627, being Part of PIN 08197-0209 (LT), as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Bosco and Roxy’s Inc. (the “Purchaser”) to purchase 8 acres of the subject property from the City, at a purchase price of \$465,280.00, reflecting a sale price of \$58,160.00 per acre, BE ACCEPTED subject to the conditions and terms set out in the above-noted Agreement.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

Motion Passed (12 to 0)

9.2 (ADDED) 6th Report of the Corporate Services Committee

At 8:46 PM, Councillor P. Squire leaves the meeting.

Motion made by: J. Morgan

That the 6th Report of the Corporate Services Committee, BE APPROVED.

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

Absent: (4): M. van Holst, M. Salih, P. Squire, and S. Hillier

Motion Passed (11 to 0)

Motion made by: J. Morgan

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

Motion made by: J. Morgan

2. (4.1) 2021 Debenture Issuance Report #2

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 2021 Debenture Issuance:

a) the issuance of serial debentures for a total of \$23,000,000 BE APPROVED, noting the average all-in rate is 1.819% over a 10-year term; and,

b) the proposed by-law appended to the staff report dated April 12, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting on April 13, 2021 to authorize the borrowing upon serial debentures in the aggregate principal amount of \$23,000,000 towards the cost of certain capital works of the Corporation of the City of London.

Motion Passed

At 8:47 PM, Councillor P. Squire enters the meeting.

Motion made by: M. Cassidy

Seconded by: J. Helmer

That Introduction and First Reading of Added Bill No's 173 to 175 BE APPROVED.

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

Nays: (1): S. Lewis

Absent: (3): M. van Holst, M. Salih, and S. Hillier

Motion Passed (11 to 1)

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

That Second Reading of Added Bill No'.s 173 to 175 BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

Motion Passed (12 to 0)

Motion made by: M. Cassidy
Seconded by: P. Squire

That Third Reading and Enactment of Added Bill No'.s 173 to 175 BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

Motion Passed (12 to 0)

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

That Introduction and First Reading of Bill No'.s 133 and ADDED Bill No.'s 163, 169 to 172, BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

Motion Passed (12 to 0)

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

That Second Reading of Bill No'.s 133 and ADDED Bill No.'s 163, 169 to 172 BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

Motion Passed (12 to 0)

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

That Third Reading and Enactment of Bill No'.s. 133 and ADDED Bill No.'s 163, 169 to 172 BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

Motion Passed (12 to 0)

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

Bill	By-law
Bill No. 133	By-law No. A.-8080-100 - A by-law to confirm the proceedings of the Council Meeting held on the 13th day of April, 2021. (City Clerk)
Bill No. 134	By-law No. A.-8081-101 - 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)
Bill No. 135	By-law No. A.-8082-102 - 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)
Bill No. 136	By-law No. A.-8083-103 - 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)
Bill No. 137	By-law No. A.-8084-104 - 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)
Bill No. 138	By-law No. A.-8085-105 - 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)
Bill No. 139	By-law No. C.P.-1560-106 - 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)

Bill No. 140	By-law No. C.P.-1561-107 - 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. (2.5b/5/PEC)
Bill No. 141	By-law No. C.P.-1562-108 - 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)
Bill No. 142	By-law No. C.P.-1357(c)-109 - 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)
Bill No. 143	By-law No. C.P.-1444(c)-110 - 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)
Bill No. 144	By-law No. C.P.-1284(vu)-111 - A by-law to amend the Official Plan for the City of London, 1989, relating to 1153-1155 Dundas Street. (3.6a/5/PEC)
Bill No. 145	By-law No. L.S.P.-3490-112 - A by-law to designate 3303 Westdel Bourne be of cultural heritage value or interest. (City Clerk)
Bill No. 146	By-law No. PS-113-21062 - 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)
Bill No. 147	By-law No. PS-113-21063 - 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)
Bill No. 148	(NOT PASSED) By-law No. - 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)
Bill No. 149	(NOT PASSED) By-law No. - 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)

Bill No. 150	By-law No. S.-6118-113 - 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)
Bill No. 151	By-law No. S.-6119-114 - 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)
Bill No. 152	By-law No. S.-6120-115 - 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)
Bill No. 153	By-law No. S.-6121-116 - 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)
Bill No. 154	By-law No. S.-6122-117 - 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)
Bill No. 155	By-law No. Z.-1-212915 - 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)
Bill No. 156	By-law No. Z.-1-212916 - 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)
Bill No. 157	By-law No. Z.-1-212917 - 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)

Bill No. 158	By-law No. Z.-1-212918 - 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)
Bill No. 159	By-law No. Z.-1-212919 - A by-law to amend the General Provisions of By-law No. Z.-1 to regulate Seasonal Outdoor Patios. (3.7/5/PEC)
Bill No. 160	By-law No. Z.-1-212920 - A by-law to amend By-law No. Z.-1 to rezone lands located at 1478 Westdel Bourne. (3.8/5/PEC)
Bill No. 161	By-law No. Z.-1-212921 - A by-law to amend By-law No. Z.-1 to rezone lands located at 3080 Bostwick Road. (3.9/5/PEC)
Bill No. 162	By-law No. Z.-1-212922 - 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)
Bill No. 163	(ADDED) By-law No. D.-777-124 - A by-law to authorize the borrowing upon instalment debentures in the aggregate principal amount of \$23,000,000.00 towards the cost of certain capital works of The Corporation of the City of London. (4.1/6/CSC)
Bill No. 164	By-law No. A.-8086-118 - 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)
Bill No. 165	By-law No. A.-8087-119 - A by-law to appoint Barb Westlake-Power as Deputy Clerk. (City Clerk)
Bill No. 166	By-law No. A.-8088-120 - A by-law to appoint Michael Schulthess as Deputy Clerk. (City Clerk)
Bill No. 167	By-law No. A.-8089-121 - A by-law to appoint deputies to the City Clerk and repeal By-law No. A.-7628-510. (City Clerk)
Bill No. 168	By-law No. A.-8090-122 - 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)
Bill No. 169	(ADDED) By-law No. A.-8091-125 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Bosco and Roxy's Inc., for the sale of the City owned industrial land, located on the south side of Discovery Drive, more specifically described as Part of Block 2, Plan 33M-627, being Part of Pin 08197-0209 (LT), containing an area of approximately 8 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/5/CSC)

Bill No. 170	(ADDED) By-law No. A.-8092-126 - A by-law to authorize and approve the Agreement of Purchase and Sale as submitted in Tender 21-25 between The Corporation of the City of London and Maged Eissa, in trust for a company to be incorporated under his full control C/O Incon Industrial Limited, for the sale of City owned lands, described as Part Lots 4 and 5, Plan 643, as in 302417, being all of PIN 08209-0084 (LT), municipally known as 3047 White Oak Road, in the City of London, County of Middlesex, and to authorize the Mayor and City Clerk to executed this Agreement. (6.2/5/CSC)
Bill No. 171	(ADDED) By-law No. A.-8093-127 - A by-law to authorize and approve a Settlement Agreement between The Corporation of the City of London and London Gateway Development Corporation, with respect to the property located at 4545 Scotland Drive, in the City of London, for a full and final settlement for land taken by the City through expropriation, for the Wonderland Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/5/CSC)
Bill No. 172	(ADDED) By-law No. A.-8094-128 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2030830 Ontario Limited, for the sale of the City owned industrial land, located on the west side of Robin's Hill Road, being composed of Part Block 3, Plan 33M-615, designated as Parts 9, 10, 11, 12, 13 and 14, Plan 33-R20724, being all of PIN 08151-0265, containing an area of approximately 4.7 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/5/CSC)
Bill No. 173	(ADDED) By-law No. C.P.-1284(vv)-129 - A by-law to amend the Official Plan for the City of London, 1989 relating to 101 Meadowlily Road South. (3.5a/5/PEC)
Bill No. 174	(ADDED) By-law No. C.P.-1512(ai)-130 - A by-law to amend The London Plan for the City of London, 2016 relating to 101 Meadowlily Road South. (3.5b/5/PEC)
Bill No. 175	(ADDED) By-law No. Z.-1-212923 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 101 Meadowlily Road South. (3.5c/5/PEC)

14. Adjournment

Motion made by: P. Squire

Seconded by: P. Van Meerbergen

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 8:54 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B – Location Map

4545 Scotland Drive



Appendix C – Settlement Agreement

THIS SETTLEMENT AGREEMENT made this day of March, 2021

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

LONDON GATEWAY DEVELOPMENT CORPORATION

(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the owner of the property described in Schedule "A" hereto;

AND WHEREAS the City expropriated from the Owner those lands more particularly described in Schedule "B" hereto (the "Expropriation");

AND WHEREAS Notice of Expropriation under *The Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owner;

AND WHEREAS the City served on the Owner an offer of compensation under section 25 of the Act, in the total sum of \$56,300.00, which was not accepted by the Owner or paid by the City;

AND WHEREAS the Owner and the City wish to resolve the compensation to which the Owner is entitled to pursuant to the provisions of the Act and arising out of the Expropriation;

WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1.00 SETTLEMENT

- 1.01 The City and the Owner agree that the recitals contained in this Agreement are true and correct in fact and in substance.
- 1.02 The City shall pay to the Owner the total sum of \$402,500.00 Dollars in full, final and complete settlement of all claims of the Owner, including the section 25 offer of compensation, fair market value of the lands, injurious affection, disturbance damages, business loss and statutory interest, as against the City arising out of or in any way connected with the Expropriation.
- 1.03 The City shall pay to the Owner all reasonable legal fees, appraisal fees, consultation fees and disbursements, subject to assessment, incurred by the Owner relating to the Expropriation.

2.00 RELEASE

- 2.01 The Owner shall execute a Full and Final Release (the "**Release**") in the form attached hereto as *Schedule "C"*.

3.00 BINDING EFFECT

- 3.01 The City and the Owner agree that this Agreement shall be binding upon each of the Parties hereto and their respective heirs, executors, successors, administrators and assigns.

4.00 GOVERNING LAW

- 4.01 This Agreement shall be construed and interpreted in accordance with the laws of the

Province of Ontario and each of the Parties hereto hereby attorn to the jurisdiction of the Court thereof.

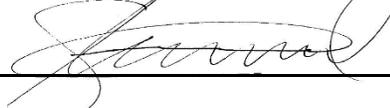
5.00 PAYMENTS

5.01 Any payment required to be made by the City to the Owner pursuant to this Agreement shall be paid within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council.

5.02 The payment referred to in clause 5.01 shall be conditional upon the Owner providing the City with a release from any and all mortgagees and/or security holders.

Given under my/our hand and seal, (or, in witness whereof the vendor hereto has hereunder caused to be affixed its corporate seal attested by the hands of its proper signing officers, as the case may be) this 15th day of March, 2021.

LONDON GATEWAY DEVELOPMENT CORPORATION

Per:  _____

Name: Shmuel Farhi

Title: President

I Have Authority to Bind the Corporation

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. _____ of the Council of the Corporation of the City of London passed on _____ day of _____, 2021.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catherine Saunders, City Clerk

SCHEDULE "A"

Part of Lots 23 and 24, Concession 6,
 Geographic Township of Westminster,
 as in 258599 and designated as Part 6, Plan 33R-2972,
 Save and Except Parts 1, 2 and 3, Plan 33R-15991, and
 Parts 23 and 24, Plan 33R-18343, and
 Save & Except Part 1, PLAN ER1060851,
 City of London, County of Middlesex,
 being all of PIN 08207-0187

SCHEDULE "B"

Part of Lots 23 and 24, Concession 6,
 Geographic Township of Westminster,
 designated as Part 1, PLAN ER1060851,
 City of London, County of Middlesex,
 being all of PIN 08207-018

SCHEDULE "C"**FULL AND FINAL RELEASE**

IN CONSIDERATION of the payment of the total sum of FOUR HUNDRED AND TWO THOUSAND FIVE HUNDRED DOLLARS (\$402,500.00), the "**Settlement Payment**", which includes compensation payable, but not paid, under Section 25 of the *Expropriations Act* in respect of 4545 Scotland Drive, for all claims under the *Expropriations Act*, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, statutory interest and any other damages,

London Gateway Development Corporation,

hereby releases, indemnifies and forever discharges THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, which heretofore may have been or may hereafter be sustained by **London Gateway Development Corporation** and without restricting the generality of the foregoing from any claim against THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, in connection with the expropriation of land located at 4545 Scotland Drive, herein "the subject property," in the City of London, except all reasonable legal fees, appraisal fees, consultation fees, and disbursements, subject to assessment, incurred by **London Gateway Development Corporation** relating to the Expropriation.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment is deemed to be no admission whatsoever of liability on the part of the said THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees.

IT IS UNDERSTOOD AND AGREED that the City will pay all reasonable legal fees, appraisal fees, consultation fees, and disbursements, subject to assessment, incurred by **London Gateway Development Corporation** relating to the Expropriation.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment includes any claim for any bonus legally payable and for any loss incurred by reason of a difference in interest

rates as set out in section 20 of the *Expropriations Act* or otherwise provided in the agreement between the mortgagor and mortgagee.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release and settlement is intended to cover and does cover not only all now known losses and damages but any future losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that this that this release and settlement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

IT IS UNDERSTOOD AND AGREED **London Gateway Development Corporation** will maintain the confidentiality of this Release and the settlement and will not divulge either directly or indirectly, the terms, details, facts of or related discussion about the Release or settlement to any person, except to resolve the matter of costs in this proceeding, or as may be required by law, including so as to comply with tax obligations.

IT IS HEREBY DECLARED that the terms of the Release are fully understood and that this Release is given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims except all reasonable legal fees, appraisal fees, consultation fees, and disbursements, subject to assessment, incurred by **London Gateway Development Corporation** relating to the Expropriation, and that payment is not to be construed as an admission of liability upon the part of The Corporation of the City of London, by whom liability is expressly denied. It is further understood that as of the date of the release, **London Gateway Development Corporation** has received legal advice regarding this release.

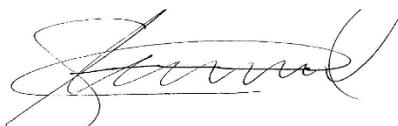
London Gateway Development Corporation confirms that it was the sole Owner of the subject property at the time of the expropriation, with authority to direct the City to pay these settlement funds directed below.

AND **London Gateway Development Corporation** hereby authorizes and directs the releasee to pay the said consideration as follows:

- (a) payment in the amount of **\$402,500.00** payable to **London Gateway Development Corporation** in full satisfaction of the Claimant's damages in respect of the above noted expropriation;

IN WITNESS WHEREOF I have hereunto set my hand and seal this 15th day of March, 2021.

London Gateway Development Corporation

Per: 

 Shmuel Farhi, President

I Have authority to Bind the Corporation

Appendix A – Source of Financing Report

Appendix "A" Confidential

#21039

March 29, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 4545 Scotland Drive
Wonderland Road Improvements - Phase 1
(Subledger LD160016)
Capital Project TS1487 - Wonderland Road Two Lane Upgrade - Hwy 401 to Hwy 402
London Gateway Development Corporation

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, 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
Engineering	1,267,800	1,267,800	0	0
Land Acquisition	756,898	266,469	490,429	0
Construction	7,869,302	7,000,864	0	868,438
Utilities	411,000	263,681	0	147,319
City Related Expenses	90,000	4,358	0	85,642
Total Expenditures	\$10,395,000	\$8,803,172	\$490,429	\$1,101,399
Sources of Financing				
Debenture By-law No. W.-5588-276	1,351,300	1,144,370	63,753	143,177
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,043,700	7,658,802	426,676	958,222
Total Financing	\$10,395,000	\$8,803,172	\$490,429	\$1,101,399

Financial Note:

Purchase Cost	\$402,500
Add: Legal Fees etc.	75,000
Add: Land Transfer Tax	4,525
Add: HST @13%	62,075
Less: HST Rebate	-53,671
Total Purchase Cost	\$490,429

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 – Aerial Location Map



Approximate Location Shown highlighted in red above

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

VENDOR: THE CORPORATION OF THE CITY OF LONDON

PURCHASER: Maged Eissa in trust for a company to be incorporated under his full control.
c/o Incon Industrial Limited.

REAL PROPERTY:

Address: 3047 White Oak Road, London, Ontario

Location: Located on the west side of White Oak Road.

Measurements approximately +/- 0.39 acres

Legal Description: Part Lots 4 and 5, Plan 643, as in 302417, being all of PIN 08209-0084 (LT) in the City of London, County of Middlesex, as shown on Schedule "A"

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 One Hundred Fifty Thousand DOLLARS
(\$ 150,000.00) payable as follows:
 - a) a deposit of Ten Thousand Dollars CDN (\$10,000.00) cash or certified cheque on the date hereof; and
 - b) the balance of the sale price, subject to adjustments, in cash or by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by Council of the Corporation of the City of London at a meeting to be held no later than **April 30th, 2021**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until **4:30 p.m. on June 30th, 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 July 29th, 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:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, if within the specified times referred to in paragraph 6, any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire, is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

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

Page page 3 o

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

IN WITNESS WHEREOF The Corporation of the City of London agrees to the above Agreement of Purchase and Sale and 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

SIGNED, SEALED AND DELIVERED this 24 day of February, 2021 .
In the Presence of

Witness:

Per: 
Name: MAGED EISSA; in-trust
Title: President

Witness:

Per: _____
Name: _____
Title: _____

(IF CORPORATION, I/We have authority to bind the Corporation)

VENDOR'S LAWYER: Sachit Tatavarti, Solicitor I, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

PURCHASER'S LAWYER: BRIAN K. WORRAD.

SCHEDULE "A"
Location Map



Approximate Area Shown Highlighted In Red

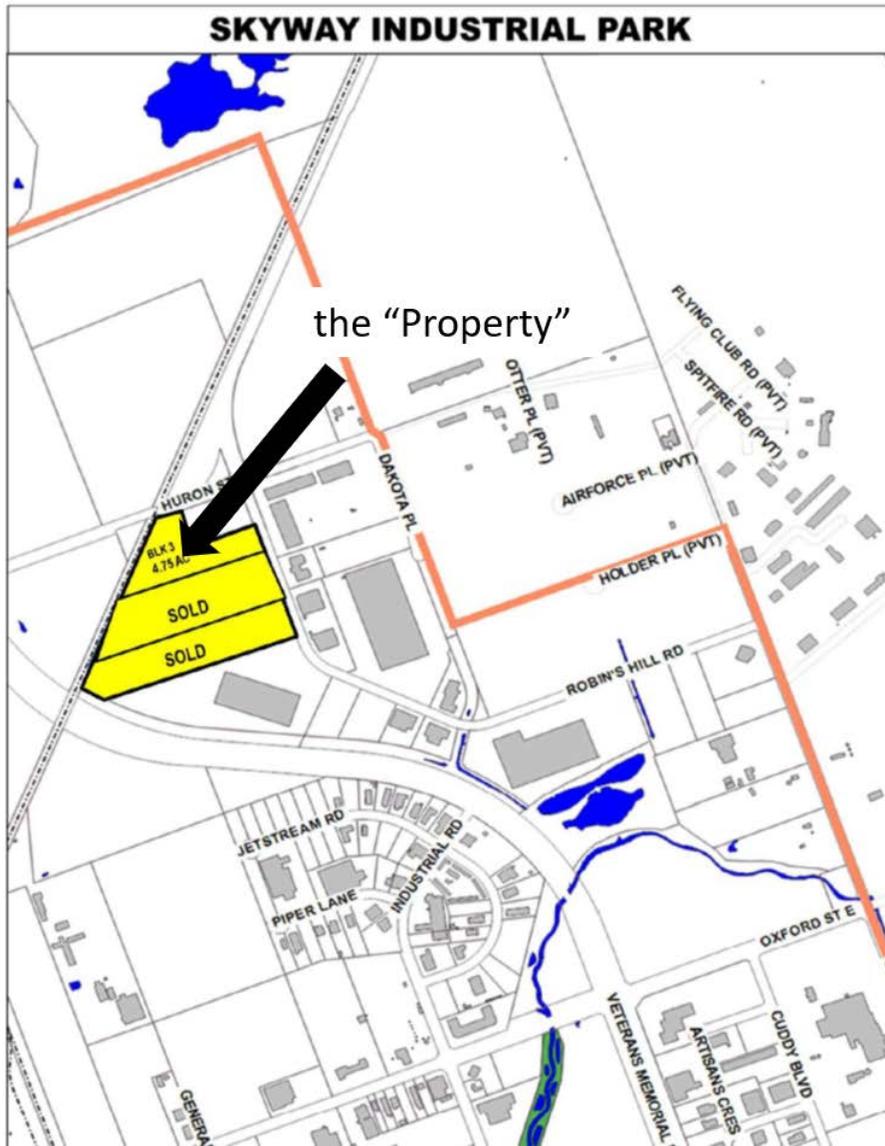
SCHEDULE "B"

1. **SOIL, GEOTECHNICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on June 30th, 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
2. **AS IS, WHERE IS:** The Purchaser acknowledges that pursuant to the terms hereof it will have an opportunity to complete such inspections of the condition of the Property as it deems appropriate to be satisfied with regard to same. No representation, warranty or condition is expressed or can be implied as to title, zoning or building by-law compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property, save and except as expressly provided for in the Agreement.
3. **LEGAL COSTS:** The Purchasers and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.
4. **ENCROACHMENT AGREEMENT:** The Property is subject to an encroachment agreement between the Vendor and Whiterock Village Inc. (the "Encroachment Agreement") shown is Schedule "C". Upon acceptance of this Agreement, the Vendor will terminate the Encroachment Agreement which will come to an end on or before the Closing Date of this transaction. The soil grading as completed under the Encroachment Agreement will remain 'as is, where is' on the Property at time of Closing.

Appendix A – Location Map

Location Map & Aerial



Aerial showing 50,000 sq. ft facility – for illustration purposes only

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 19 day of March, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

2030830 ONTARIO LTD.

Address: 285 Ashland Avenue, London, Ontario N5W 4E3
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 Skyway Industrial Park, in the City of London, in the County of Middlesex, containing 4.7 acres located on the West side of Robin's Hill Road, and being composed of PART BLOCK 3, PLAN 33M615, DESIGNATED AS PARTS 9, 10, 11, 12, 13 & 14, 33R20724, BEING ALL ON PIN 08151-0265 IN THE CITY OF LONDON, COUNTY OF MIDDLESEX and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Three Hundred and Twenty Nine Thousand Dollars (\$329,000.00)
of lawful money of Canada calculated at the rate of

Seventy Thousand Dollars (\$70,000.00)
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

Thirty Two Thousand and Nine Hundred Dollars (10% of purchase price) (\$32,900.00)
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.

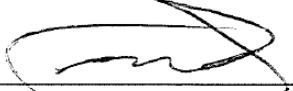
5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the 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, and D 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 April, 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 19 day of March, 2021.

SIGNED, SEALED & DELIVERED

in the presence of


Witness: _____

) 2030830 Ontario Ltd.

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Signature of Signing Officer

Name: **Matthew Balaban**

Title: **Owner/Director**

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 - "Subject Property in Red"
Schedule "D" attached - "Special Provisions & Additional Conditions"

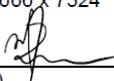
Realtor: Brent Rudell, Broker of Record
Cushman and Wakefield Southwestern Ontario
620A Richmond St, London ON N6A 5J9

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:	Skyway Industrial Park, Part of Block 3 Plan 33M-615
Lot & Conc./Part No./Block, etc.; Acres:	PART BLOCK 3, PLAN 33M-615 (4.7 Acres)
Name, Address, Postal Code of Purchaser:	2030830 Ontario Ltd.
Local Company: <u>Yes</u> No	
Intended Use of Building - (Describe):	Manufacturing and Light Assembly of HVAC and Mechanical Roof Support Products, Manufacturing and Assembly of Custom-made Golf Clubs, Design and Manufacturing of Putters and Wedges
Major Industrial Classification of User:	Manufacturing and Light Assembly of Metal Parts and Injection Mold Plastics
List of Products Manufactured/Handled:	HVAC and Mechanical Roof Support Products, and Golf Clubs
Number of Employees Anticipated:	10 (Full Time)
Number of Square Feet of Building Proposed:	50,000 sq. ft.
Number of Square Feet in Property Purchase:	204,732 sq. ft.
Proposed Building Coverage as % of Lot Area:	24 percent (24%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	N/A
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:	Beth Mullin McKenzie Lake Lawyers 140 Fullarton St Suite 1800, London, ON N6A 5P2 mullin@mckenzielake.com
Telephone:	519-672-5666 x 7324
Purchaser's Executive Completing this Form: Matthew Balaban Owner/Director 2030830 Ontario Ltd.	 _____ (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 19 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 19 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

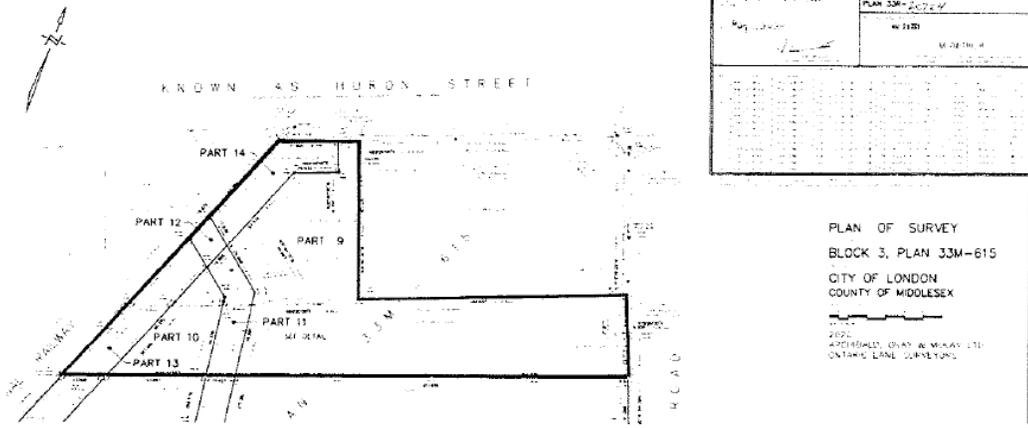
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 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"

R-PLAN 33R-20724



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), CN Rail, Sun Canadian, and Ministry of Environment, Conservation and Parks (MOECP), 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.

Delivery of Reports

Within five (5) business days of the Vendor's acceptance of this Agreement, the Vendor shall deliver to the Purchaser all documents within the Vendor's possession or control which are currently relevant to the property including without limitation, surveys, reports, correspondence or other documents in any way pertaining to environmental matters or soil conditions affecting the property and any other correspondence or documents which would be material to a proposed purchaser of the property.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required.

Canadian National (CN) Railway Conditions

Prior to a submission of a site plan application and/or an application, should any building be within 75 metres of the CN railway right-of-way, the Purchaser shall submit a noise and vibration report prepared by a qualified consultant. A certificate of compliance for the implementation of the report recommendations shall be included in the site plan/building permit application.

The Purchaser shall include in any submission of a site plan application and/or building permit application for this Plan, notice indicating that buildings and structures shall be set back a minimum of 15 metres from the railway right-of-way.

The Purchaser agrees to maintain the existing berm in perpetuity, over a portion of lands shown as Parts 12, 13, and 14 in 33R-20724. This condition shall survive and not merge on the completion of this transaction.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to this condition 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 geotechnical conditions.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental 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 environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical 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 geotechnical conditions.

Obtaining a Minor Variance

If required, the Purchaser shall have a period of Ninety (90) days from the date of acceptance of this Agreement to obtain, at the Purchaser's own expense, a minor variance from the requirements of the zoning by-law for the Property which may include but not be limited to approval for the existing lot frontage and building setbacks (the "Variance"). The Purchaser agrees to proceed in a diligent manner to obtain the Variance. The Vendor agrees to authorize the Purchaser to apply to obtain the Variance and to support such application and to co-operate with the Purchaser in all reasonable respects, provided that the Purchaser shall pay all costs associated with the variance application.

And provided however that if an appeal against the Variance is made to the Local Planning Appeal Tribunal (LPAT) within the time limited period above, then this Agreement, its terms and provisions, shall remain in

force and effect and the completion date for this Agreement shall be automatically extended until 5:00pm on the 30th day following the release of the LPAT final decision and Order regarding all such appeals within its jurisdiction. In the event that the LPAT modifies or amends the Minor Variance in any manner which is unacceptable to the Purchaser, in its sole discretion, the Purchaser shall within 10 days of the release of the LPAT decision or order advise the Vendor to that effect and this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. If the Purchaser fails to deliver written notice in accordance with this paragraph, this condition shall be deemed to have been waived.

If the Purchaser is unable to obtain the Variance required and no appeal of a refusal by the approval authority is pursued, it shall within the aforesaid time limited period of 90 days deliver written notice to the Vendor to that effect and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction. If the Purchaser fails to deliver written notice in accordance with this paragraph, this condition shall be deemed to have been waived.

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.

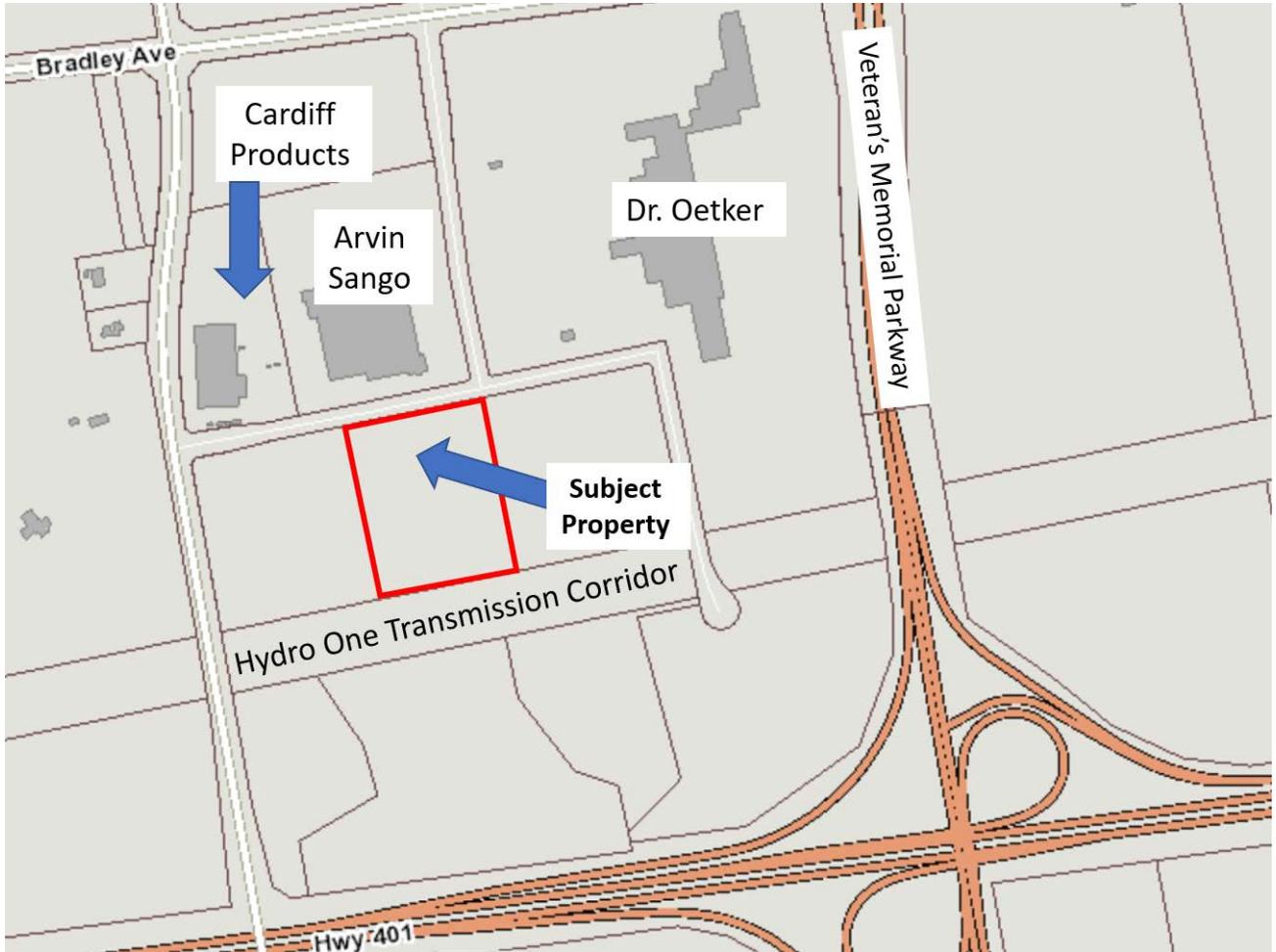
Topsoil Relocation:

The Purchaser acknowledges and agrees that the Vendor will remove the majority of the existing excess topsoil material (the "Excess Topsoil Material") from the Property to other lands as selected by the Vendor and at the Vendor's expense as soon as reasonably possible. Approximately 500 cubic metres will remain in a stock-pile on the Property for the Purchaser's future grading and landscaping requirements. This condition shall not merge on the completion of this transaction.

Survival of Conditions

The obligations of Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.

Appendix A – Location Map and Aerial



Approximate Area Shown of Subject Property

SUBJECT PROPERTY



Subject Property shown as Parcel B. Subject to Final Survey

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 10 day of MARCH, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

BOSCO AND ROXY'S INC.

Address: 65 Bessemer Rd., London, Ontario, Canada N6E 2G1

hereinafter called the **PURCHASER**

The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase III, in the City of London, in the County of Middlesex containing approximately eight (8) acres located on the south side of Discovery Drive, more specifically described as PART OF BLOCK 2 IN PLAN 33M-627, LOCATED IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING PART OF PIN 08197-0209 (LT) which is labelled as Parcel B and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately;

Four Hundred and Sixty Five Thousand and Two Hundred and Eighty Dollars (\$465,280.00)
of lawful money of Canada calculated at the rate of

Fifty Eight Thousand One Hundred and Sixty Dollars (\$58,160.00)
per acre, with normal municipal services available in the road allowance.

The Purchaser submits

Forty Six Thousand Five Hundred and Twenty Eight Dollars (\$46,528.00)
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.

1. 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.
2. 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.
3. 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.
4. 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

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Schedules A, B, C, & D attached hereto form part of this Agreement.

14. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 30th day of April, 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 10 day of March, 2021.

SIGNED, SEALED & DELIVERED

in the presence of



Witness:

) BOSCO AND ROXY'S INC.

) Purchaser

)

)

)

)

)

) Signature of Signing Officer

) Name: Jaymie Crook

) Title: President

) 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 - "Property in Red"
Schedule "D" attached - "Additional Terms & Conditions"

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:	Innovation Park, Phase III, Part of Block 2
Lot & Conc./Part No./Block, etc.; Acres:	Part of Block 2, on Plan 33M-627 (8 Acres)
Name, Address, Postal Code of Purchaser:	BOSCO AND ROXY'S INC.
Local Company: Yes No	
Intended Use of Building - (Describe):	Bakery to Produce Gourmet Cookies for Dogs
Major Industrial Classification of User:	Pet Food Manufacturer & Processing
List of Products Manufactured/Handled:	Gourmet Dog Cookies
Number of Employees Anticipated:	125+ (Full Time)
Number of Square Feet of Building Proposed:	55,000+ square feet
Number of Square Feet in Property Purchase:	283,140 square feet
Proposed Building Coverage as % of Lot Area:	19.4 percent (19.4%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Suzanne Godin BBO 1600-380 Wellington St., London ON N6A 5B5
Telephone:	1(519)-679-0400

Purchaser's Executive Completing this Form:
Jaymie Crook, President
BOSCO AND ROXY'S 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 19 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 19 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.

2

SCHEDULE "C"

THE PROPERTY



SUBJECT TO FINAL SURVEY

26

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.

Paramouncy 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, pursuant to 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.

Sewage Sampling Manholes

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

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, Conservation and Parks (MOECP), and any other approvals deemed necessary by the City.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental 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 environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days

from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical 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 geotechnical conditions.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 4 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.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 4 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

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.

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Restrictive Covenant

The Purchaser acknowledges that the Property is subject to a restrictive covenant for the benefit of Dr. Oetker, registered as Instrument No. ER791574 and ER788141, which limits the types of uses that can be established on the Property (the "Restrictive Covenant"). The Purchaser agrees to accept and be bound by the terms, covenants and obligations contained in the Restrictive Covenant agreement and acknowledges that title to the Property shall be accepted on closing subject to the Restrictive Covenant. This offer is conditional on the Vendor obtaining approval of the Purchaser's proposed use as described in Schedule "A" from Dr. Oetker within 90 days of the acceptance of this Agreement. If such approval has not been obtained within the time allowed herein to the Vendor's satisfaction, then this Agreement, notwithstanding any intermediate acts or negotiation in respect of such approval, shall be at an end and all monies theretofore paid shall be refunded to the Purchaser without interest or deduction and the Vendor shall not be liable to the Purchaser for any costs or damages. The Purchaser agrees to provide the Vendor with any information concerning their proposed operation as may be reasonably necessary to permit the Vendor to satisfy this condition. This condition is included for the sole benefit of the Vendor and may be waived at the Vendor's option by notice in writing to the Purchaser within the time period stated herein. For greater clarity, the Vendor's waiver of this condition may not be relied upon by the Purchaser as evidence that the proposed uses described in Schedule "A" of this Agreement are permitted under the Restrictive Covenant and the Purchaser shall independently complete all due diligence necessary to satisfy themselves that their intended use of the Property shall comply with the Restrictive Covenant.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or

**AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON**

PAGE 10

deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

Reference Plan & Purchase Price Adjustments

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 8 acres multiplied by an aggregate land rate of \$58,160 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$58,160 per acre.

Notwithstanding the above, 10 acres of land shown as Parcel C in Schedule "C" are subject to an Option Agreement with Dr. Oetker Canada Ltd. (the "Option"). In the event the survey work completed herein results in a variance of more or less land for the Property as a result of the Option lands secured by Dr. Oetker, the Purchase Price for the Property shall be adjusted to reflect a price equal to the final area of the Property multiplied by \$58,160 per acre.

Wetland Buffer Area

The Purchaser acknowledges and agrees that the wetland buffer area (the "Buffer Area") totaling approximately 1.5 acres is constrained from any future development. The Vendor makes no representations or warranties for this portion of lands and the Buffer area is being sold on an 'as-is where-is' basis.

Hydro One Easement

The Purchaser agrees to an existing easement benefitting Hydro One Networks Inc. (formerly Hydro Electric Power Commission of Ontario & Ontario Hydro) (the "Hydro One Easement") over a portion of lands described as Part 4 and Part 5 in 33R-17915 which is registered on title as instruments WU47079 and WU47080. This condition shall survive and not merge on the completion of this transaction.

Survival of Conditions

The obligations of the Purchaser contained in schedule "D" shall survive and not merge on the completion of this transaction.

Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINESSpecial Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
 - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
 - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
 - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
 - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
 - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral

or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it 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.



From: J Baskey
Sent: Monday, April 19, 2021 9:47 AM
To: CPSC <cpsc@london.ca>
Subject: [EXTERNAL] Continuation of Day Space at the Hamilton Road Senior's Centre

April 19th 2021

Community and Protective Services Committee

City of London

Re: Continuation of Day Space at the Hamilton Road Senior's Centre

Good morning,

I have been a resident at 99 Smith Street for 15 years now. I love my house, and my neighborhood despite its many challenges that we, as a neighborhood, face on a daily basis. Recently, the city has decided to use the Senior's Centre as a warming station for the homeless population. In addition, I learn about a decision to carelessly place a port-a-potty in the parking lot for washroom use, even though the facilities indoors are operational.

I struggle with understanding why any of these decisions were made, especially without input from the people who live here. This decision would not be made in other wealthier neighborhoods, why do we get more issues added, when drug addiction and homelessness are a city-wide issue concerning everyone. From the moment it was put there, it has had been extreme drug use inside and out in the parking lot around the port-a-potty. All hours of the day people convene around this disgusting 'solution' without any regard for anyone in the area. Now, no matter where it is located the drug use continues. My neighbours have been diligently cleaning up garbage, and bins upon bins of dirty needles and other drug paraphernalia, putting themselves at risk, not only from dirty needles, but possible covid contraction.

There are 3 schools on this stretch of Trafalgar alone, and while it was hard enough to try and do something about the speeding in this area, you now have given us this unsafe situation. There are people sleeping in garden beds, and laying in the parking lot, police and paramedics have been called out to this location numerous times, all while the children in this area look on. There is open drug use our school aged children are walking past every day, especially on the way home.

This area already had a problem with needles being found in the streets, and this has only added to our frustration. My son was actually pricked by a used needle, in senior kindergarten, while he was attending Trafalgar public school before this was a warming centre. He had to spend hours in the emergency room, and appointments of bloodwork and needles as a result. Now I'm worried that the children that attend that school still are still in danger of the same thing happening

My car has been shopped through a few times now since January, one time in late February a lot of personal items were actually stolen. I have seen people outside of my bedroom and living room window at night, and items being taken off my front porch and lawn. While gardening, myself and my now 7 year old son are being approached by people, high and asking for money, band-aids, or whatever they need without respecting our distancing space. I feel like a failure as a mother when I have to usher my child inside, because I feel like it's not safe for him to be in our front yard, at home where he should feel safe. I am debating installing a security system, as well and considering gating off my front lawn, at a great cost to myself. This is sad, and I feel like we are being punished for owning a home in an area that we can afford. We work, we pay our taxes, we do most things right and still we are punished.

I am fully aware that homelessness, poverty and drug addiction is a real challenge that concerns everyone in the city. I personally do not know what the answer to this crisis is, because I don't, and I'm not sure if there is a one size suits all solution. What I can say is that putting a port-a-potty, and a warming centre, which serves as an unsupervised unsafe injection site is not the answer, in fact, it is incredibly irresponsible, even for the people who use it. I am hoping and trusting that as a committee, the decision is made to relocate to a different area. I sincerely hope something is done soon to help ease our concerns, thank you for your time.

Sincerely,

Janice Baskey
99 Smith Street

April 18, 2021

Dear Chair and Members, Community and Protective Services Committee,

I am a resident of Smith Street and would like to **oppose the proposal** for extending the winter support space program to June 30, 2021 at 525 Hamilton Road tabled in the report entitled "Update- City of London 2020-2021 Winter Response Program for Unsheltered Individuals" dated April 20, 2021 prepared by Debbie Kramers (Manager Homeless Prevention), submitted by Craig Cooper (Manager Homeless Prevention) and recommended by Kevin Dickins (Acting Director Housing, Social Services and Dearness Home).

As a resident of the area, I have several concerns with the continued use of the Hamilton Rd Senior's Center at 525 Hamilton Road for unsheltered homelessness as outlined below:

- **Proximity to several schools**
 - i. There are 3 schools in the area:
 - (a) **Trafalgar Public School**- 919 Trafalgar St. is 160 meters or a 2-minute walk from 525 Hamilton Rd. This school has approximately 150 students from kindergarten to grade 8.
 - (b) **Lester B. Pearson School of Arts**- 795 Trafalgar St. is 450 meters or a 6-minute walk from 525 Hamilton Rd. This school has approximately 280 students from grades 4-8.
 - (c) **B. Davison Secondary School**- 785 Trafalgar St. is 550 meters or a 7-minute walk from 525 Hamilton Rd.

- **Lack of consultation with residents, community partners and businesses in the area**
 - ii. The decision to use the Hamilton Road Senior's Center as a temporary warming space was made rapidly (as described in the report "City of London 2020-2021 Winter Response Program for Unsheltered Individuals" dated December 1, 2020 on p. 3 under the title "Procurement"). The space began operation on December 21, 2020.
 - iii. Residents in the area were not given an opportunity to raise concerns or ask questions about the intended use of the space. In the "Housing Stability Action Plan for the City of London 2019-2024" the approved guiding document for homeless prevention was developed in consultation with Londoners. Conversely, residents and businesses in the area surrounding the Hamilton Road Senior's Center were not given that opportunity.
 - iv. **Voicemails** from residents left for city employees specifically Debbie Kramers (Manager, Homelessness Program) with concerns and inquiries about 525 Hamilton Rd **have not been returned** to date (voicemail left April 8, 2021).

- **Contradicts the "Hamilton Road Community Improvement Plan"**
 - i. The Hamilton Road Community Improvement Plan ("Plan") dated March 27, 2018 is aimed at "creating a family friendly environment at all times in all seasons". This plan highlighted 12 areas of improvement including crime prevention, safety, general cleanliness and enhancing Hamilton Road's identity with a general improvement category of a safer neighborhood for all (p. 15).

- (a) Under the category of “Safe Neighborhood for All” on p. 27 of this report some of the concerns identified were: the lack of needle bins, drug use in public spaces and parks/neighborhoods feeling unsafe at night.
- (b) In the few months since the opening of the warming space at the Hamilton Rd Senior’s Center, neighbors in the area report picking up **150 needles** from the streets near the center, **drug use** behind and in front of the center has been witnessed by several residents in the area, and **encampments** have been popping up in the areas near the center (at the end of Smith Street and in the fields behind Lester B. Pearson School and B. Davidson Secondary School) resulting in residents feeling **unsafe** in the neighborhood.
- (c) The Plan also identified the importance of strengthening the community (p. 31) and pointed to the “**lack of voice to City Hall** that speaks for the whole community”. This issue remains a problem with input from residents and businesses not being considered or sought by the city employees making the recommendations for use of the space at Hamilton Rd Senior’s Center. Further, phone calls made to city employees responsible for drafting the proposal before the committee have been ignored.
- (d) Lastly, the Plan on p.98 highlighted that **crime is a threat** to the successful revitalization of a neighborhood. Since the Hamilton Rd Senior’s Center has been implemented as a warming space, incidents requiring a police response, car break-ins, trespassing and municipal law enforcement have increased. The number of police occurrences or issues at 525 Hamilton Rd have not been included in the proposal requesting an extension before the committee today.

- **Safety concerns**

- ii. On April 7, 2021 I was threatened while walking my dog near my home by a woman who appeared to be under the influence of drugs. She threatened to “shoot me like she did the last one” if I didn’t leave the area. The incident occurred approximately 7:30 p.m. I tried to call the after hours MLEO phone number and was unable to find the phone number and got a machine when I tried to call the non-emergency police line.
- iii. On April 8, 2021 I called MLEO to report garbage, shopping carts and signs of encampments in the fields near the Dillabough Community Garden. Several bags of garbage were removed from the area.
- iv. On April 18, 2021, I called MLEO to report another encampment in the field behind Lester B. Pearson School near the baseball diamond.
- v. Since January 2021 my car has been broken into a few times.

To summarize, I **strongly oppose the request to extend the use at 525 Hamilton Rd**. The initial request proposed to this committee was for a **temporary** location to help those in need during our coldest months. That goal has been achieved.

Questions for the Committee to consider:

When this location was recommended on December 1, 2020 the need for an urgent and rapid response due to the onset of winter was cited as reasons for settling on the 525 Hamilton Rd location.

1. In the last 6 months, what steps have been undertaken to examine and evaluate other available locations?

Due to the concerns highlighted above, this location is not a good option for continued use. Critics of this view may raise concerns cover the “NIMBY” (not in my backyard) argument; however, it is not as simple as that. The issue is that there are many locations which would better serve those in need without putting children and residents in harm’s way. Locations not in close proximity to schools, for example, should be considered if more time is needed to find shelter for those using this space.

Further, other temporary locations (Talbot Street Church) have ceased operating as a warming space as of March 19, 2021.

2. Why was the Talbot Street Church space closed and Civic Administration seeks to have the location at 525 Hamilton Rd extended?

The report before committee also indicates under section 2.2 on p. 15 that the location at 652 Elizabeth Street would no longer be operational by shifting the winter response to a more focused transitional supportive housing model.

3. Why was this decision made in relation to the Elizabeth Street location and not Hamilton Rd?

I sincerely hope the committee will take into consideration the concerns outlined in this letter, the lack of a complete report provided by the proposal submitted by Managers of Homeless Prevention for the City of London, and the questions I have raised before making any decision regarding the extension of using 525 Hamilton Rd beyond April 30, 2021.

Sincerely,



Angela Oakey

Concerned Resident



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

London
CANADA

April 28, 2021

Mayor and Members of Council

Re: Proposed Amended to Item 2.3 of the 7th Report of the Community and Protective Services Committee – Update – City of London 202-2021 Winter Response Program for Unsheltered Individuals

Residents and businesses in the Hamilton Road Community Improvement Plan area have always opened their hearts to the less fortunate, as evidenced by their support of the CMHC coffee house, Safe Space and the great work of the Crouch Neighbourhood Resource Centre. Not welcomed, however, have been the hundreds of needles discarded around the community near the warming centre opened at 525 Hamilton Road. The concern is heightened by its proximity to Trafalgar Public School and the Seniors Annex, which is home to local afterschool programs. To mitigate these strong concerns, support is requested for the following amendment to the recommendations of Item 2.3 on the 7th Report of the Community and Protective Services Committee it being noted that the amendment also provides an opportunity to vote separately on the property located at 525 Hamilton Road:

That Item 2.3 of the 7th Report of the Community and Protective Services Committee BE AMENDED to read as follows:

“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 April 20, 2021 related to an Update on the City of London 2020-2021 Winter Response Program for Unsheltered Individuals:

- a) the above-noted staff report BE ENDORSED and BE APPROVED, with the exception of matters related to the Hamilton Road Senior Centre located at 525 Hamilton Road;
- b) the above-noted staff report BE ENDORSED and BE APPROVED as it pertains to matters related to the Hamilton Road Senior Centre located at 525 Hamilton Road;
- c) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary in relation to the above-report;
- d) for those warming centres that are to remain open in 2021, the Civic Administration BE DIRECTED to make the necessary arrangements to, where permission is granted, regularly sweep for needles in the area within 100 metres of the warming centre and when requested to do so, to undertake a sweep for needles within 300 metres of the warming centre; and to report back to a future meeting of the Community and Protective Services Committee on the implementation of similar actions for future warming and cooling centres; and,
- e) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee, as soon as possible, on additional actions that could be taken after the end of June, building on what we have learned from the temporary winter response, to support people who are experiencing homelessness;



London
CANADA

300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

it being noted that the following communications, as appended to the Added Agenda, were received with respect to this matter:

- A. Luis;
- C. Scott;
- I. MacLean;
- C. Davis;
- A. Oakey; and,
- E. Blaney. (2021-S14)”

Respectfully submitted,

Michael van Holst,
Councillor, Ward 1

Shawn Lewis
Councillor, Ward 2

“We actually have a couple of occurrences...and these are shared in the agenda package, of encampments we have responded to, [umh...] and we didn’t find any, but we found some debris that we could clean up. ”

-Mr Kevin Dickins (speaking to the Committee in particular at [27:00 to 27:16](#)) April 20, 2021

Photos taken of transients moving from Hamilton Road Warming Centre Friday April 23, 2021 5:15 pm (l phone time stamped) after closure of the warming centre these people are being drawn to.

The transients from the Warming Centre began their migration down Smith Street to the fields below to establish camp (en route eyeing property aggressively for unknown purposes).

The group started having campfires that evening, these continue on a nightly basis. After hours non-emergency fire services were called. Eventually the result is in the local newspaper today.





Homeless camp catches fire near Thames River, no injuries reported

<https://london.ctvnews.ca/homeless-camp-catches-fire-near-thames-river-no-injuries-reported-1.5407752>



Homeless camp fire near the Thames River in London, Ont. on April 29, 2021. (Jim Knight/CTV London)



April 26, 2021

Dear Ed Holder, Community and Protective Service Committee Chair Jessie Helmer, Committee Members,

As you will know a report was filed for this committee's consideration on April 12, 2021, in advance of a committee agenda scheduled April 20, 2021. That Committee session - among other things – included a proposal to extend Winter Response type services at the 525 Hamilton Rod location. Record will show that that report was prepared by Debbie Kramers (Manager Homeless Prevention), was submitted by Craig Cooper (Manger Homeless Prevention) and contained recommendations made by Kevin Dickins (acting Director Housing, Social Services and Dearness Home). The Committee meeting dated April 20, 2021 **was not open to direct community participation.**

In that report to Committee, when it was uncovered, caused significant concern among city of London residents residing in the neighborhood surrounding 5252 Hamilton Rd. In particular, the concern was that there was **ZERO mention** of community safety concerns specific to the Hamilton Road location mentioned anywhere in the report. This despite large number of residents having reached out to city and or city officials about ongoing and increasing problems associated with the Warming Centre and its guests.

The copy of the report submitted to Committee (for your convenience appears below):
[April 20 2021 Proposal.pdf - Google Drive](#)

In particular, myself and other residents had reached out to Debbie Kramers (Manager Homeless Prevention) and left voice messages expressing concern for public safety in the area. Those voice messages received on April 08 and 09 2021 respectively (there may have been more), remained unanswered and unattended until the late evening of April 19, 2020 but were received in her inbox **well before the report was submitted to Committee.**

Further, in the Committee meeting on April 20, 2021 Mr Dickins (speaking to the Committee in particular at 27:30 to 28:10) presented crime Statistics related to the Hamilton Road Warming Centre location. In his presentation to Committee, Mr Dickins he said (verbatim) as follows:

Unofficial transcript:

"I will also share that as part of our preparation we did take a look at some of the London Police Service crime statistics in that immediate area. We have essentially taken a 120 period that we have been at the Hamilton Road Senior Centre for our Winter Response and we have compared the number of crime responses or complaints of the same 120-day period last year as well as to the 120-day period prior to us using the site.

Comparing all three, the number of incidents during the Winter Response was actually the lowest and in some cases quite considerably.

So, I know it can be a challenge to the neighborhood but we have seen calls of complaints involving the police have gone down and our response times have been quite quick.....”

-Kevin Dickins, Committee session (April 20, 2021)

Please note, although these statistics (as it related to the Hamilton Road location) were NOT included in the report to the Committee. Please also note that since Mr Dickins oral presentation, I have been reaching out to receive a record of the statistics he has introduced since April 20, 2021 to city officials, yet so far no such statistics have been produced.

Curiously, the statistics that I have received via MFIPA via the London Police Services produce the direct opposite picture/impression.

Please do see the statistics involving police involved incidents at the 525 Hamilton Road “Warming Centre” location attached to the next page.

I am writing to you today, to both make you aware of the above and to request clarification of what appears to be a major discrepancy of what information was provided to the Committee for consideration vs. the reality faced by local residents in this area.

Worth reminding the Committee that we have THREE schools (including two elementary schools) within a 600 M distance of the “Warming Centre” location at 525 Hamilton Road.

Please do provide feedback related to the above at your earliest convenience.

Sincerely,

Earl Blaney

Smith St. resident

London Police Service

May 14, 2021

BLANEY, EARL

FOI 21-207

Related Events

Below is the number of calls London Police Service attended at 525 Hamilton Rd between the time frames requested

1. Feb 1, 2020 – April 9, 2020 0 Calls
2. Feb 1, 2021 – April 9, 2021 18 Calls

This Document must bear
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A CRIMINAL OFFENCE AND IS
PUNISHABLE IN ACCORDANCE WITH
THE CRIMINAL CODE OF CANADA.**

Community and Protective Services Committee

ATTENTION: Committee and Michael van Holst, City Councillor, Ward 1

RE: Concerns Recommendation related to June 30, 2021 Proposed Extension, Support Space Program/Warming Centre Program Hamilton Road Seniors Centre (525 Hamilton Rd)

Submitted by: Earl Richard Blaney
Resident Smith Street, Ward 1
April 18, 2021

RECCOMENDATION 1: The recommendation(s) prepared by Debbie Kramers (Manager Homeless prevention) submitted by Craig Cooper (Manager Homeless Prevention) and tabled by Kevin Dickins (Acting Managing Director Housing, Social Services and Dearness Home), should be recognized by the committee as an **incomplete record** due to omissions (intentional or otherwise) of the state of affairs and operations of the Warming Centre Program at Hamilton Road Seniors Centre (specifically located at 525 Hamilton Rd). As explained in part herewith.

RECCOMENDATION 2: The committee **does not endorse or approve the proposed recommendations** tabled by Kevin Dickins, Acting Managing Director Housing, Social Services and Dearness Home, report dated April 20, 2021, "Update - City of London 2020-2021 Winter Response Program for Unsheltered Individuals".

RECCOMENDATION 3: That the Committee acknowledge the need for an open, objective, **community safety impact study be conducted**, to include the public participation by Londoners in the neighborhood impacted by the temporary Warming Centre Program at Hamilton Road Seniors Centre (specifically located at 525 Hamilton Rd). And further, that such a study be undertaken and adequately considered before any further support services, amended support services or extensions to existing services are provided at 525 Hamilton Rd beyond the end of April 2021.

Earl Richard Blaney (RCIC)
Resident of Smith Street, Ward 1
London, Ontario CA

Submitted to Chair and Members
Community and Protective Service Committee
City of London
via Michael van Holst
City Councillor, Ward 1,

mvanholdst@london.ca,
CC: sppc@london.ca

Dear Mr Michael van Holst, Chair and Committee Members,

On or about on December 01, 2020 Kevin Dickins, Acting Managing Director Housing, Social Services and Dearness Home [made a series of recommendations](#) that were formally adopted by members of this Committee. Specifically, the purpose of those recommendations was as follows:

“The purpose of this report is to recommend approval for the implementation of an **urgent winter response** for individuals experiencing unsheltered homelessness in order **to provide lifesaving temporary measures.**”ⁱ

The overarching theme of those recommendations, [city of London messaging](#) and [media releases](#) related to this *Winter Response Program* focused squarely on providing a safe space for displaced persons to endure cold temperatures during the coldest parts of London’s winter.

“The response aims to meet individuals’ basic needs, ensure life saving measures are in place, increase connectivity and to provide a solution to assist our most vulnerable Londoners to get out of the cold.”ⁱⁱ

Among the new **temporary** day use facilities approved by this committee was a **Warming Centre** located at 525 Hamilton Road. At the time, residents of the neighborhood surrounding the 525 Hamilton Rd. location, took those recommendations as honest, open representations of good faith. The initiative was welcomed with compassion, understanding and support.

Large numbers of Londoners in this neighborhood **no longer share those sentiments.**

Incomplete Data Set Used to Make Recommendations:

In the report at issue, prepared by Debbie Kramers, submitted by Craig Cooper a section entitled “**Challenges Experienced**” was included at page 4 for committee consideration.ⁱⁱⁱ In that section the following omissions are of paramount concern;

No records provided of London Police Service (LPS) call and occurrence/attendance data compared year over year to the location of 525 Hamilton Road. Please note, my office has requested those statistics via MFIPA LPS request (confirmed receipt date April 12, 2021).

Concern: Why has Kevin Dickins not provided Committee with this important data set?

No records provided of frequency of “**needle sweeps**” of the neighbourhood surrounding the Warming Centre located at 525 Hamilton Road. In this neighborhood there are three schools, two of them are elementary schools, which sees high traffic of young, vulnerable minor students often walking to nearby schools unaccompanied by adults.

No records provided of “**needle counts**” of discarded, used, contaminated needles found in the neighbourhood surrounding the Warming Centre located at 525 Hamilton Road.

No records or mentions of concerns presented by community members in the neighbourhood surrounding the Warming Centre located at 525 Hamilton Road. I have personally called Ms Debbie Kramer (who prepared the submission for committee) on April 09, 2021 (11:49 am), expressing concerns about community safety, leaving a message on her unattended voice mail briefly expressing concerns related to community safety in the area and asking for a call back. **To date no call back has been received.**

No records provided of the number of calls related to “encampments” being established in the open space adjacent to the bicycle path at the end of Smith Street, which in my experience has seen a significant increase of communal living since the establishment of the Warming Centre located at 525 Hamilton Road.

Personal Concerns and Experiences:

I commute from my downtown office to my home on Smith Street and pass the Warming Centre Program Hamilton Road Seniors Centre (525 Hamilton Rd) at approximately 8 am and then again at 4:45 pm daily. Later in the evening, I also walk my dog around the area where the centre is located.

From the onset of spring, I have noticed a dramatic deterioration in the conditions of the neighbourhood as a result of the crowds of persons who are drawn to the centre and whom now members of our community, of all ages, are faced with the challenges and risks of daily interaction. Aside from the large number of needles I have personally found (well over 20 to date), collected and discarded on my walks around the location, the other main concern is the risk of safety posed by some visitors to the centre.

I have personally witnessed two assaults the first occurring on March 15, and the second occurring about two weeks later – both were violent confrontations occurring on the property of the Hamilton Road Seniors Centre, both involved persons that appeared to be attendees of this program physically assaulting one another.

I have personally witnessed the use of drugs on the property of Hamilton Road Seniors Centre, in particular the smoking of (what I assume to be) methamphetamine from tin or aluminum material with the use of straws (or similar). This drug use is occurring freely and openly. I have also witnessed people pass out in the parking lot of 525 Hamilton Rd with open alcohol containers. I have also witnessed a man shouting obscenities and openly carrying a weapon trying to enter the facility after normal operation hours – see attached photo taken on or about on April 16, 2021. All of this despite the noticeable increase of police attendance to the location at issue.

Since the onset of Spring, my car which is parked in my driveway between the centre at 525 Hamilton Rd and the bicycle paths at the end of Smith Street has been broken into twice. Further, neighbors have reported persons traveling between the centre at 525 Hamilton Rd and the encampments being established along the bicycle path areas at end of Smith St, having ended up in a state of trespass in their backyards. My wife also has reported being verbally threatened (death threat) by one such migrant.

I have personally entered the facility at 525 Hamilton Rd and observed guests who have appeared to be under the heavy influence of drugs, and I do have further (but as of yet unsubstantiated) suspicions and concerns that staff of Impact London may be allowing or willfully ignoring drug use on site.

Photo taken (on or about on) April 09, 2021

Man wielding baseball bat, screaming obscenities and threats, **with baseball bat** attempts entry at back and front of Warming Centre located at 525 Hamilton Road



I would also add that the fact that increased crime and drug use are directly connected with this type of homeless service centre system is **well acknowledged** by even the persons who are administering this program (see below).

<https://www.impactlondon.net/about-us>

impactlondon.net/about-us

race, 🇨🇦 Immigration, Refug... 📧 ear 📧 e 🔄 Stamp Passport.pdf 🏠 CAS – Central Auth... 🌐 What's New - Cana...



Amy Watling
Founder, Executive Director, CEO

When I was 14 years old, I struggled with my self image, self worth and my self confidence. The expectations on who we were supposed to be when we were young, on top of the bullying threw my mind into a downward spiral. I veered off into an out-casted group of friends that experimented with prescription pills to which I continued to attempt to impress them, by also consuming them frequently. I slowly fell into the depths of addiction and moved out of my family home by my 15th year. By 16, I entered into the shelter system, where the need to impress my peers sunk me deeper into my addiction. I got to the point where I would do anything to obtain what I needed to bolster my addiction, whether it was committing crime or working on the street corner. This behavior continued until I was 24, and by that time I was 92 lbs, exhausted but ready for a change. I had a family friend assist me in travelling to Calgary Alberta, where I had a friend that was willing to provide a safe space for me to recover. I attended workshops and groups that assisted me in living a better life and support with transitioning back into employment. I came back to Ontario in my 2nd year of sobriety and decided to go back to school. I initially wanted to go into the field of social work but didn't know if I would truly be prepared for that yet, so, I attended and completed a course for cosmetology and hairstyling. It was fun for a while, but after pursuing a volunteer hairstyling position within a homeless shelter and connecting with the clients there, I knew that I was ready to take that path in helping the community. I then started to pursue opportunities in the community that I qualified for, while attending post secondary school for addictions and mental health online. Those opportunities were fruitful, but never stuck as I always stuck out like a sore thumb of liability due to my past. I just wanted an opportunity where my past became my biggest asset and not my detriment. So, I took the big move in starting Impact London, an organization that aimed to use the skills of people in recovery by assisting and supporting others that are still struggling. Where individuals that have little to no experience working in the community, could learn to professionally use their expertise by shadowing other staff on the job and engaging in online learning. By attending different city meetings and community gatherings, Impact London became more known and familiar. We had our first successful fundraiser and met with different city council members, that made our existence become even louder. After bringing a plan for change to the City of London, they started to open their eyes on the benefits of lived experience and peer support. So, in early 2020, the City of London, reached out to us to have Impact London assist them in their fight against Covid-19. We were given the opportunity to operate an isolation space that assists individuals that are living within the shelter system or living unsheltered, in receiving their Covid-19 test and a place for them to remain safe and supported while waiting for their results. As of today, we still operate the isolation space 24/7, my staff spend everyday connecting with these individuals and using their experience to inspire them while they are within our space. When clients are being discharged, we have used our combine efforts in referring them to certain organizations that could better support them in either their recovery or closer to housing efforts. Some clients have had the eligibility to stay with us and become a transitional client. Those clients stay with us until they are referred into other programs or until housing is achieved. Beneath everything that myself and my staff do with our clients, our biggest accomplishment is the connections we make while supporting our clients. We continue to inspire, relate and support in a way that nobody else can. I am so proud of my team and am exciting to see where this opportunity takes us! Today I am 7 years sober and I cant imagine being anywhere else!

*“By 16, I entered into the shelter system, where the need to impress my peers **sunk me deeper into my addiction**. I got to the point where I would do anything to obtain what I needed to bolster my addiction, whether it was **committing crime or working on the street corner**.”*

However, when entering the facility personally, to respectfully raise preliminary concerns about this issue, I was met with hostilities and expletives from staff who informed me “after five pm they are not our problem”.

In conclusion, it is my impression that there is a distinct lack of objective concern for community safety for the residents and children living in Ward 1.

I believe that this should be obvious by the extent of the omissions in the report prepared by Debbie Kramers and subsequently submitted by Craig Cooper for your consideration today. The fact that Mr Kevin Dickins is recommending committee action in this context – is completely unacceptable to myself as well as numerous other residents of the impacted neighborhood. I would go as far as to say, under these circumstances, the recommendations set before you by Mr Kevin Dickins are not rooted in objectivity nor reality and that the contents of the report (which have laid the roots for the recommendations to be considered by your Committee here today) provide a woefully incomplete picture of the impact on local residents, I would only hope not intentionally so.

Earl Blaney
Resident Smith Street, Ward 1

ⁱ [City of London 2020-2021 Winter Response Program for Unsheltered Individuals \(CPSC: December 1, 2021\)](#) page 1.

ⁱⁱ *Ibid.*, page 2.

ⁱⁱⁱ [Update – City of London 2020-2021 Winter Response Program For Unsheltered Individuals](#) (page 4)



April 20th 2021

City Councillors
Strategic Priorities and Policies Committee
City of London

London ACORN members want to see the City of London step up and implement a real rent relief program to help the thousands of tenants who have fallen into rental arrears because of the pandemic. According to Canada Mortgage and Housing Corp.'s annual rental report the City of London clocked in with 8,130 units where tenants had fallen behind on rent. That's about 16% of all units in the London census metropolitan area (CMA), which covers London, St. Thomas, Strathroy and parts of Middlesex and Elgin counties. With \$7.6 million in unpaid rent and thousands of units in arrears; London has nearly topped a list of Ontario communities where people fell behind, second only to Toronto.

The City of Toronto has set a precedent of implementing a 3 million dollar rent grant program through the Toronto rent bank. This is something London City Council can certainly advocate for and implement; we just need the political courage of our city councillors to do so.

London ACORN members are suggesting that the City of London use a portion of the remaining Social Services Relief Funds (SSRF) provided from the Province to implement a rent grant program through the Housing Stability Bank. We have had meetings with Housing Stability Bank about changing the criteria for those who would be eligible since we are in unprecedented times and we need unprecedented solutions. However the Housing Stability Bank has yet to be proactive in making the necessary changes.

London ACORN members would like to point out that so far that most of the SSRF funding has gone towards the Winter Homeless Response effort, Hotel shelter and isolation space rooms, and the City affordable housing units. These are all great initiatives to use the funding for, however our members would like to point out that there has been no real rent relief benefit implemented from the federal or provincial government. Tenants have been left to dry with no real rent relief. The City of London has the opportunity to step to the plate and support London tenants.

We would like for this to be put on the agenda for the next SPPC meeting. We are reasonable and responsible tenants, and we look forward to having a direct line of communication with the decision makers on city council to implement a much needed rent relief program.

On behalf of ACORN London Members.

ACORN Staff Contact – Anna Badillo

Subject: [EXTERNAL] Animal By-law PH-3 - Meeting of the Community and Protective Services Committee

I'm reaching out regarding Councillor Cassidy's proposed amendments to the animal control bylaw, to be discussed at Tuesday's Community and Protective Services Committee meeting. My family has been fostering for 10 years. In that time, my husband and I have maintained full-time careers in healthcare, have raised our now 16-year-old son, and have fostered 58 dogs.

The local rescues we have fostered for would never authorize or even suggest that we take more than one or two dogs at a time, with the exception of mothers with litters which we had the pleasure of experiencing for the first time in December 2020. It was exciting and exhausting at the same time. I understand the reasoning behind Councillor Cassidy's concerns, but this seems to be an unnecessary reaction to a serious yet isolated case of a rescue director taking on more than she could or should have handled. I can only speak for the dog rescue I currently foster for, but I can assure you we don't take on more than we can handle nor do we pressure foster families to take dogs. We often have to decline owner surrenders and LACC requests when we don't have enough foster homes available. Dogs are work. A lot of work. The dogs we take in often have medical or behavioural concerns that need to be managed. We can't help them if we don't have the time, space, and means to do so. We pride ourselves on the work we do to help dogs and to place them with the most suitable and deserving adopters.

I have great concerns with Councillor Cassidy's suggestion that we "change the bylaw again and put those limits in place that they had originally". What other concerns have been raised besides the one serious occurrence in January 2020? Where is the research? What discussions have taken place with rescues and the community? I think if you asked my neighbours, they'd tell you how well we do with our foster dogs, and that they are neither a nuisance or a concern. I don't think we are the exception when it comes to foster families in London. All of our foster families have a City of London foster tag and are screened and monitored regularly. I worry about what will happen to families who have three dogs of their own who will be unable to foster under these proposed amendments. Some of these families are our very best, most committed, and experienced fosters.

I truly hope you'll consider all sides before making a decision. The lives of many dogs and cats depend on it.

Sincerely,

Laurie Poynter
Foster Mom and Treasurer, Paws United Dog Rescue

Subject: [EXTERNAL] Per-Home Limit on Foster Animals

Good afternoon. I understand this is the address for the subject concern.

Words fail me in terms of expressing how disappointed I am with elected officials who find it necessary to consider this issue. I understand there are probably isolated cases of concern, but to consider a blanket change that will affect everyone, this is unnecessary and a waste of time. I'm sure there are procedures in place to deal with problem situations. People should use them. There are other more significant issues you should deal with, I'm certain.

We currently have five cats, the maximum allowed in condominiums. All are properly licensed, have their shots and never go outside. They are not a problem to anyone. I hope if you decide to carry on and make a change, you include some kind of grandfather clause to protect current situations of no issue.

Should a change be made and someone is sent to our place to relieve us of one or more of our animals, they should bring help. My wife is very close to her "babies" and quite capable, if provoked :)

Have a good, safe day.

Peter Armstrong

Subject: [EXTERNAL] RE: By-law to remove exemption for rescue group fosters

Hello Maureen, and the Community and Protective Services Committee,

Further to Connie Hueston's letter, as an office of the Hueston Family Foundation, I also want express the same concerns raised by Connie and Sandra Leckie. The recommendation to eliminate the exemption for rescue groups appears to be a knee jerk reaction to one particular incident. The number of cats in the household is just a red herring.

If an issue arises (in any household) such as sanitation, safety, etc. like any other concern and with any resident of the city, it should be addressed by the appropriate by-law, be it health, safety, etc. One does not change a by-law because of one *perceived* situation.

Similarly a Londoner who does not have the space or financial resources to properly support 3 cats is not in contravention of the by-law and will probably go unnoticed even though the conditions for their pets may be deplorable. Yet hypothetically the foster caregiver who has the skills, resources, and physical space able to accommodate 3 nursing moms with up to 6 kittens each would be prohibited from providing a clean, safe, nurturing environment for these cats in distress.

I'm not sure how this regressive recommendation helps anyone in the community or makes any sense.

Please include me on your list of further updates.

Deborah Harris

Subject: [EXTERNAL] Fw: By-law to remove exemption for rescue group fosters

Hello Maureen and the Community and Protective Services Committee:

I am an officer and director of Hueston Family Foundation, a CRA registered charity. One of our charitable purposes is animal welfare projects, and in this regard we currently have foster cats in and outside the City. We also assist Animal Outreach with its cat foster care program.

As of 2021, we are not an approved rescue group as we do not maintain a website given the relatively small number of cats that are offered for adoption in our system. Most of our cats are senior needing medical attention and supervision and unadoptable for this reason.

A comprehensive letter from Sandra Leckie of Animal Outreach is attached. I confirm all of her comments and arguments and see no need to repeat them for you.

I will be following this matter closely as the elimination of the exemption will seriously impact the approved rescue groups and will not be a step in the right direction. I expect that you will be seeking input from all interested parties, and would like to remain on the list for further notices.

Thank you,
Constance H. Hueston

Subject: By-law to remove exemption for rescue group fosters

Hi Maureen

I am frustrated by the City's continual eroding of Animal protection. I understand that Salt was unfortunate enough to be caught in a fire - but has anyone (City Councillors, City Animal Welfare Co-ordinator, anyone) taken the time to understand the depth of the cat issue in the city? If a rescue group doesn't want the strays or surrenders to end up dead in the pound (70% live exit is not a good number of saved lives- and certainly doesn't qualify as a No Kill Shelter) then the rescues put themselves at risk by taking in more than they would like. I have had many calls to say that tenants have left during the night, leaving the cats behind with no food or water. What are we supposed to do - turn away and say "Not my problem".

The exemption for fosters was hard-fought and in a perfect world, there would be enough shelter space, to place all these unfortunate cats. But there isn't. Seniors going into long-term care or dying and the family often don't have space for Mom or Dad's cats. The Humane Society charges the person who surrenders their cat (and they are not No Kill either); persons going into emergency shelter have no where to place their animals neither do people undergoing treatment. This doesn't even come close to the number of people who just turf out a female in heat or a pregnant cat - abandoning them to the streets because of the expense of spaying and their own challenges to get a cat to the City Vet (good idea by the way). This is not a cat problem it is a people problem. Someone has to Care!

Those someones are usually Rescues. True rescues are not wealthy, scrabbling for a few donations, with no nice buildings to showcase their charges, no discounts from vets, food companies etc. This makes life very difficult for rescues. The better a rescue is known, the more calls they get. We have, in the past, worked with people who had huge numbers of cats (it spirals, you take in one - guess what she's pregnant, then in 5 months the male kittens get the female ones pregnant now you have 35 in your apartment) Paying for that many spay/neuters would bankrupt a middle class person overnight. We were fortunate that we did work with the City (even in court) to allow us time to get the numbers under control. Vet spays/neuters, shots, it was a huge job. The couple should not have been continually charged for having too many cats. Never did the City offer to help!! Then came disaster - one of the couple died and the other had mental health issues and SALT took in their last 12. They got no City support for food or shelter. A large group of surrenders, takes so many resources, that they probably didn't have. But again, Where is the compassion, instead, there is a heavy penalty from the powers that be.

Why would the City take away Everyone's exemption because one rescue was caught with too many cats. Maybe the rules should be amended to allow for MORE cats, not fewer. It would take more cats off the streets, alleviate a lot of cat suffering and relieve rescues of constantly looking over their shoulders to see if By-Law control is coming with the big stick. The pound gets 2.8 million dollars a year of our money and still kills 30% of the cats they pick up. The rescues get ZERO financial support and try their best to rehab and rehome all the cats they get. Where is the justice? Where is the compassion? Answer - there is none, only support to prop up the "institutions".

Where will all the "extra" confiscated cats go? The pound? They will be out of space so they will have to dump them onto a rescue in Toronto, like last time, or kill them (but only the old, cranky, pregnant ones - good thing they are not in charge of long-term care).

This is extremely unfair and the exemption for all rescues should be left as it is. Maybe some financial help for the poorer rescues with large numbers of cats in their care would be a more compassionate option. Time to drop the big stick approach.

Sandra Leckie
Animal Outreach Cat Rescue

April 23, 2021

Councilor Phil Squires
Chair of Planning and Environment Committee
Members of City Council
City of London,
300 Dufferin Ave.
London, ON N6A 4L9

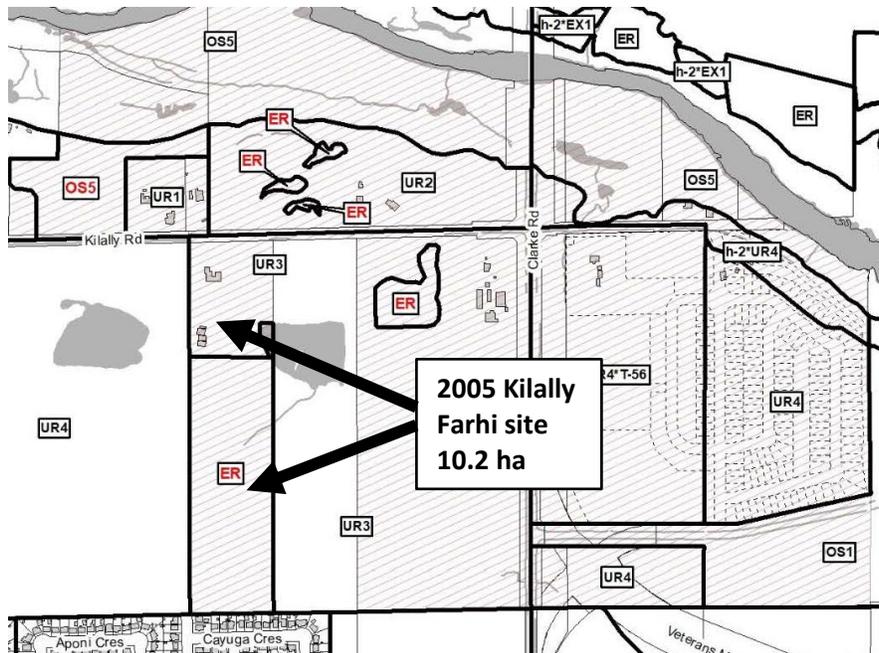
Attn: Councilor Phil Squire (Chair) PEC VIA: e-mail: psquire@london.ca

Re: City of London Application for an Amendment to the Official Plan and zoning Bylaw for the Kilally South ESA-1918 to 2304 and 2005 to 2331 Kilally Road- OPA & ZBA

FOR COUNCIL MEETING OF MAY 4, 2021

Dear Councilor Squires and City Council Members:

Farhi Holdings Inc. owns 10.2 ha (25.3 acres) at 2005 Kilally Road, south side west of Clarke Road. The subject City application proposes to designate and zone approximately 2/3 of the site to ENVIRONMENTAL REVIEW. This would change it from LOW DENSITY RESIDENTIAL in the 1989 Official (from the Kilally South Area Plan of 2007). Plan and from NEIGHBOURHOOD PLACE TYPE in the London Plan. See zoning map excerpt below.



Farhi Holdings asks that the Farhi lands be DEFERRED, in the same way that the easterly abutting Auburn lands at 2065 Kilally was DEFERRED. Farhi Holdings requests that the subject Farhi lands be removed from the ESA defined area and that the respective OPAs and Rezoning do not apply to the Farhi lands at this time.

The reasons for this request are as follows.

1. Farhi Holdings has reviewed their mail receipt and contends it did not receive the Notice of Public meeting at PEC through the mail and therefore missed out on the opportunity to make representation at PEC on April 19, 2021.
2. The hardship created by the City application is significant with approximately 85 single detached lots at risk with 2/3 of the property being zoned ER.
3. The London Plan requires additional studies at the time of application and therefore the City would not miss out on preserving natural heritage if it does exist on the lands.
4. **We understand that the easterly adjacent property at 2065 Kilally Road was removed from the ESA and the ER zoning. It is difficult to see the logic in keeping the subject Farhi Lands within the ESA as it is now a “sliver” of land separated from the larger ESA.**
5. We understand the background supporting information is essentially based on desk-top review which is very insufficient in view of the potential development loss. No one has asked Farhi Holdings for permission to access the property.
6. The site comprises partially a depleted aggregate pit. Often times in these cases rehabilitation of the lands for housing is seen as a excellent opportunity for growth and the supply of housing.
7. The KILALLY SOUTH SECONDARY PLAN prepared and approved in 2006-8 has not been addressed which placed the LDR and MMDR designations on the lands in the 1989 Official Plan.
8. We are completing our own analysis and review of the City’s consultants work and take issue with the methodology as well as the findings.
9. The possible continued decrease of recognizable 'developable lands' is a trend that will only impede directives of this Council regarding affordability.
10. The subject lands are on the westerly limits of the proposed ESA boundary and we suggest consideration be given to focusing ESA efforts along the Thames River north of Kilally Road.

In conclusion, we ask the City to exercise caution in approving such a significant application to impose significant environmental constraints on lands that have highly questionable natural heritage features, and that would be redesignated and rezoned to restrict lands for housing. 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. Farhi Holdings Ltd.

cc. George Kotsifas gkotsifa@London.ca

cc. Craig Smith crsmith@London.ca

cc. pec@london.ca.

Community and Protective Services Committee

Report

7th Meeting of the Community and Protective Services Committee
April 20, 2021

PRESENT: Councillors J. Helmer (Chair), S. Lewis, M. Salih, A. Kayabaga, S. Hillier, Mayor E. Holder

ALSO PRESENT: J. Bunn and K. Van Lammeren

Remote Attendance: Councillors M. Cassidy and M. van Holst; L. Livingstone; A. Anderson, H. Chapman, C. Cooper, S. Corman, D. Dawtrey, K. Dickins, Chief L. Hamer, Deputy Chief M. Hepditch, O. Katolyk, K. Scherr, M. Schulthess, C. Smith, S. Stafford

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

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Lewis

Seconded by: S. Hillier

That Items 2.1, 2.2, 2.4, 2.6 and 2.7 BE APPROVED.

Yeas: (5): J. Helmer, S. Lewis, M. Salih, S. Hillier, and E. Holder

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

2.1 3rd Report of the Accessibility Advisory Committee

Moved by: S. Lewis

Seconded by: S. Hillier

That the 3rd Report of the Accessibility Advisory Committee, from its meeting held on March 25, 2021, BE RECEIVED.

Motion Passed

2.2 3rd Report of the Animal Welfare Advisory Committee

Moved by: S. Lewis

Seconded by: S. Hillier

That the 3rd Report of the Animal Welfare Advisory Committee, from its meeting held on April 1, 2021, BE RECEIVED.

Motion Passed

2.4 Coordinated Informed Response (CIR) Spring Update

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the staff report dated April 20, 2021 with respect to the Coordinated Informed Response (CIR) Spring Update, BE RECEIVED. (2021-S12)

Motion Passed

2.6 Amendments to the Open-Air Burning By-law F-7

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the following actions be taken with respect to the staff report dated April 20, 2021 related to Amendments to the Open Air Burning By-law F7:

- a) the above-noted staff report, BE RECEIVED; and,
- b) the proposed by-law, as appended to the above-noted staff report, being "A by-law to provide for the regulation of open air burning in the City of London and to repeal By-law F-7", BE INTRODUCED at the Municipal Council Meeting to be held on May 4, 2021. (2021-P01)

Motion Passed

2.7 Fire Safety Grant Transfer Payment Agreement

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the proposed by-law, as appended to the staff report dated April 20, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021, to:

- a) authorize and approve the Fire Safety Grant Transfer Payment Agreement, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshall and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to approve and execute any further amendments to the above-noted Agreement, if the amendments are substantially in the form of the above-noted Agreement; and,
- d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to undertake all the administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement. (2021-F11)

Motion Passed

2.3 Update - City of London 2020-2021 Winter Response Program for Unsheltered Individuals

Moved by: A. Kayabaga
Seconded by: M. Salih

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 April 20, 2021 related to an Update on the City of London 2020-2021 Winter Response Program for Unsheltered Individuals:

a) the above-noted staff report BE ENDORSED and BE APPROVED;

b) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary in relation to the above-report; and,

c) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee, as soon as possible, on additional actions that could be taken after the end of June, building on what we have learned from the temporary winter response, to support people who are experiencing homelessness; it being noted that the following communications, as appended to the Added Agenda, were received with respect to this matter:

- A. Luis;
- C. Scott;
- I. MacLean;
- C. Davis;
- A. Oakey; and,
- E. Blaney. (2021-S14)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.5 Homeless Prevention Funding Received in 2020-21 and COVID-19 Response

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

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the staff-report dated April 20, 2021 with respect to the Homeless Prevention Funding Received in 2021-2021 and COVID-19 Response, BE RECEIVED. (2021-S08/F11)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.8 Security Video Cameras on Private Residential Property

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

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated April 20, 2021 with respect to Security Video Cameras on Private Residential Property, BE RECEIVED; it being noted that a verbal delegation from D. Johnstone, with respect to this matter, was received. (2021-P00)

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 Public Participation Meeting - Swimming Pool Fence By-law - Proposed Amendments

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the revised attached proposed by-law, BE INTRODUCED at the Municipal Council meeting held on May 4, 2021 to amend By-law No. PS-5, being "A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences";

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

it being further noted that the communication from B. Robertson, Pool and Hot Tub Council of Canada, as appended to the Added Agenda, was received with respect to this matter. (2021-C01)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Voting Record:

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to open the public participation meeting.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.2 Public Participation Meeting - Administrative Monetary Penalties -
Application to Municipal By-laws

Moved by: S. Hillier

Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated April 20, 2021, related to the Administrative Monetary Penalties System:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law A-54, as amended, for the purpose of applying the Administrative Monetary Penalties System By-law to various municipal by-laws;
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-12, referred to as the Pit Bull Dog Licensing By-law, to add a new section in Part 6;
- c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-3, referred to as the Animal Control By-law, to add a new section in Part 15;
- d) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-4, referred to as the Dog Licensing and Control By-law, to add a new section in Part 9;
- e) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-7, referred to as the Dog Off-Leash Areas By-law, to add a new section in Section 7;
- f) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PS-6, referred to as the Fence By-law, to add a new section in Part 17;
- g) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PS-5, referred to as the Swimming Pool Fence By-law, to add a new section in Part 7;
- h) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law B-1, referred to as the Naming of Highways and Numbering of Buildings and Lots By-law, to add a new section in Part 7;
- i) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PH-18, referred to as the Public Nuisance By-law, to add a new section in Part 7;
- j) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PW-12, referred to as the Sound By-law, to add a new section in Part 7;
- k) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PR-2, referred to as the Parks and Recreation By-law, to add a new section in Part 7;

l) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law S.-5868-183, referred to as the Sign By-law, to add a new section in Section in 3.12;

m) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law L.-130-71, referred to as the Vehicle for Hire By-law, to add a new section in Part 18;

n) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law PW-2, referred to as the Abandoned Refrigerator, Freezer and Containers By-law, to add a new section in Part 3;

o) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law WM-12, referred to as the Municipal Waste & Resource Materials Collection By-law, to add a new section in Part 12; and,

p) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend By-law S-1, referred to as the Streets By-law, to add a new section in Part 9;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2021-C01)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

open ppm

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

close ppm

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 Councillor M. Cassidy - Animal By-law PH-3

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

That the communication, dated April 1, 2021, from Councillor M. Cassidy, with respect to By-law PH-3, being "A by-law to provide for the regulation, restriction and prohibition of the keeping of animals in the City of London", BE REFERRED to the Civic Administration for review and a report back at a future meeting of the Community and Protective Services Committee related to revisions or updates that could be made to the by-law; it being noted that a communication from K. and K. Beattie, as appended to the Added Agenda, with respect to this matter, was received. (2021-P14)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: S. Hillier

That the Deferred Matters List for the Community and Protective Services Committee, as at April 12, 2021, BE RECEIVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 5:28 PM.

Bill No.
2021

By-law No. PS-5-

A By-law to amend By-law PS-5 entitled “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences.”

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* 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: in paragraph 6. Health, safety and well-being of persons; in paragraph 8. Protection of persons and property; in paragraph 10. Structures, including fences and signs;

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

1. By-law PS-5 is amended by deleting the Title and replacing it with the following new Title: “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences and to provide a pool grading and drainage plan”.
2. By-law PS-5 is amended by deleting the Short Title and replacing it with the following new Short Title: “Swimming Pool Fence and Swimming Pool Regulation By-law”.
3. By-law PS-5 is amended in section 1.1 by:

- (i) repealing and replacing the definition for “Gate” as follows:

““Gate” shall mean any part of a swimming pool fence which opens on hinges and includes a door located in the wall of an attached or detached garage or carport which forms part of the swimming pool fence, but does not include an overhead garage door, or slide to the side garage door.”

- (ii) adding a new definition for “Overhead garage door” as follows:

““Overhead garage door” shall mean any garage door that opens overhead, which is intended to allow for vehicular entry to, and exit from, the garage.”

- (iii) adding a new definition for “Slide to the Side garage door” as follows:

““Slide to the Side garage door” shall mean any garage door that opens to the side instead of overhead, which is intended to allow for vehicular entry to, and exit from, the garage.”

- (iv) in the definition of “swimming pool”, repealing subsection (g) and replacing it with the following new subsection (g):

“(g) but excludes hydro massage pool and lap pools if they have a lid that is fitted and secured when not in use; and”

4. By-law PS-5 is amended by inserting a new section 2.8 as follows:

“2.8 Metric / Imperial

Imperial measurements are provided solely for the purpose of convenience. In the event of a conflict between the metric and imperial measurements provided in this by-law, the metric measurements shall prevail.”

5. By-law PS-5 is amended by repealing section 3.7 and replacing it with the following new section 3.7:

“3.7 Storage of materials – against outside of swimming pool fence

No owner of a pool shall place or store materials against the outside of a swimming pool fence.”

6. Subsection 3.12(b) of By-law PS-5 is repealed and replaced with the following new subsection 3.12(b):

“Construction of swimming pool – swimming pool fence permit – temporary fence – filling with water

(b) Despite subsection 3.12(a), where a person is constructing or causing to be constructed a swimming pool for which a swimming pool fence permit has been issued, a person may place water in a swimming pool or cause or permit water to remain in the swimming pool only if all of the following are complied with:

- (i) temporary fencing is in place in compliance with section 5.10 of this by-law; and
- (ii) the owner or agent notifies the City on or before the day that water is placed in the pool at the email address pfinspection@london.ca; and
- (ii) the temporary fencing is in place for no longer than 120 days after water is first placed in the pool or the City receives the notification email, whichever occurs sooner.”

7. Section 4.2 of By-law PS-5 is repealed and replaced by the following new section 4.2:

“4.2 Application - documentation to accompany - set out

All such applications shall be accompanied by the following:

- (a) plans showing the location of the proposed swimming pool including all enclosing swimming pool fences, together with full details of each entrance and showing the location of all proposed swimming pool equipment such as filters, slides and heaters;
- (b) the applicable fee as prescribed in Schedule ‘A’ of this by-law;
- (c) an undertaking to repair damage to City property as required by-law; and
- (d) for swimming pools located all or partially in ground, a pool grading and drainage plan approved by a Professional Engineer, Ontario Land Surveyor, Architect, Landscape Architect, or drainage contractor licensed in the Province of Ontario, showing compliance with zoning by-law minimum set-back requirements, and

showing that drainage to neighbouring properties is not affected.

An application for a permit shall be deemed to be denied if the applicant has not submitted all of the required documents and fees as required in this section within 90 days of submitting the application.”

8. Section 4.3 of By-law PS-5 is amended by adding the following sentence at the end of the paragraph:

“Any permit issued by the chief building official on or after May 4th, 2021 shall expire 18 months after issuance if a pool and fence have not been constructed within that time in accordance with the by-law.”

9. Section 5.1 of By-law PS-5 is amended by adding the phrase “but not greater than the height allowed in the Fence By-law” after the phrase “not less than 153 centimetres (60 inches).”

10. By-law PS-5 is amended by repealing section 5.3 and replacing it with a new section 5.3 as follows:

“5.3 Opening - maximum diameter - exception - conditions
For other than chain link fences, where the vertical distance between each horizontal rail measured from the top of the bottom rail, to the top of the next one above it, is 1.15 metres or greater, the openings in the fence are permitted to be greater than 3.8 cm but not greater than that which would allow the passage of a spherical object having a diameter of 10 cm.”

11. By-law PS-5 is amended by repealing section 5.6 and replacing it with a new section 5.6 as follows:

“5.6 Construction - to prevent unauthorized entry
Every swimming pool shall be enclosed by a swimming pool fence which is of sturdy construction, capable of preventing unauthorized entry. Any fence which predominantly consists of horizontal face boards, planks, or panels, installed between any vertical posts, shall not be permitted to have any openings greater than 2 cm between the face boards, planks, or panels, for any portion of the fence below the height of 1.15 m measured from ground level.”

12. By-law PS-5 is amended by inserting a new section 5.10 as follows:

“5.10 Overhead and Slide to the Side Garage Door – requirements
Every pool facing overhead garage door, or pool facing slide to the side garage door that makes up part of the swimming pool fence shall be equipped with a device that without manual activation, automatically closes the overhead garage door, or slide to the side garage door within one minute of being passed through; and where the garage contains both a front and rear overhead or slide to the side garage door to create a through way, only one of the two doors may remain open following the clearance of a vehicle, object, or person.”

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

PASSED in Open Council on _____, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading –
Second reading –
Third reading –

Corporate Services Committee Report

7th Meeting of the Corporate Services Committee
April 19, 2021

PRESENT: Councillors M. Cassidy (Chair), M. van Holst, J. Morgan, E. Pelosa, A. Kayabaga

ABSENT: Mayor E. Holder

ALSO PRESENT: M. Ribera, K. Van Lammeren, B. Westlake-Power

Remote Attendance: Councillor S. Hillier; L. Livingstone, A. Barbon, B. Card, I. Collins, K. Dickins, J. Logan, J. McMillan, C. Saunders, M. Schulthess, B. Warner

The meeting is called to order at 12:01 PM; it being noted that the following Members were in remote attendance: Councillors M. van Holst, J. Morgan, E. Pelosa and A. Kayabaga

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: M. van Holst

Seconded by: J. Morgan

That Items 2.1 to 2.5 BE APPROVED, excluding Items 2.2 and 2.3.

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 Integrity Commissioner Agreement

Moved by: M. van Holst

Seconded by: J. Morgan

That, on the recommendation of the City Clerk, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London and local boards:

a) the staff report, dated April 19, 2021, entitled "Integrity Commissioner Agreement" BE RECEIVED;

b) the City Clerk BE DIRECTED to bring forward to the May 10, 2021 Corporate Services Committee meeting, a draft Agreement between The Corporation of the City of London and Gregory F. Stewart for the provision of services as The Corporation of the City of London's and local boards Integrity Commissioner for the term ending as determined by the Municipal Council; it being noted that the draft Agreement will include additional provisions which speak to anticipated timelines for responding to complaints and enquiries in accordance with the Code of Conduct for Members of Council.

Motion Passed

2.4 Declare Surplus - Portion of City-Owned Property – 2846 and 2870 Tokala Trail

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, on the advice of the Manager of Realty Services, with respect to a portion of City-owned land, being part of an undedicated road allowance fronting on 2846 Tokala Trail, closed and designated as Parts 4, 6, 8, 9, and 20, Plan 33R-17911, the following actions be taken:

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

Motion Passed

2.5 Report of the Federation of Canadian Municipalities Board of Directors - Virtual Meeting - March 9-12, 2021

Moved by: M. van Holst
Seconded by: J. Morgan

That the communication from Councillor J. Morgan regarding the Federation of Canadian Municipalities (FCM) update on board activities from the virtual meeting held on March 9-12, 2021 BE RECEIVED for information.

Motion Passed

2.2 Year 2021 Tax Policy

Moved by: J. Morgan
Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to property taxation for 2021:

- a) the proposed by-law appended to the staff report dated April 19, 2021 as Appendix “A” being a by-law to set tax ratios in the various property classes, in accordance with Sub-sections 308(4) and 308.1(4) of the *Municipal Act, 2001* BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021; it being noted that the 2021 Municipal Tax Ratio By-Law has been prepared reflecting no change to tax ratios;
- b) the proposed by-law appended to the staff report dated April 19, 2021 as Appendix “B” being a by-law to set municipal tax rates for the various property classes, in accordance with Sections 307 and 312 of the *Municipal Act, 2001* BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021; and
- c) the Civic Administration BE DIRECTED to take no action in 2021 with respect to the adoption of a small business property sub-class, to undertake the necessary policy and financial impact analysis including local consultation following release of the regulation by the Province, and to report back to the Corporate Services Committee with recommendations regarding the potential adoption of a small business subclass for the 2022 taxation year and subsequent taxation years.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.3 Year 2021 Education Tax Rates

Moved by: J. Morgan

Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated April 19, 2021 as Appendix "A", being a by-law to levy education tax rates for 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Application – Issuance of Proclamation – World Migratory Bird Day

Moved by: M. van Holst

Seconded by: E. Pelozza

That based on the application dated March 30, 2021 from London's Bird Friendly City Team, May 8, 2021 BE PROCLAIMED World Migratory Bird Day.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

4.2 Advisory Committees

Moved by: E. Pelozza

Seconded by: M. van Holst

That, on the recommendation of the City Clerk, the following actions be taken with respect to the current Advisory Committee appointments:

- a) the current term for the City of London Advisory Committee appointments BE EXTENDED, until December 31, 2021;
- b) additional appointments BE MADE for the identified Advisory Committees, whose voting membership is well below that number identified in each of the respective Terms of Reference;

c) the following BE APPOINTED as Voting Member at Large for the term ending December 31, 2021:

i) Accessibility Advisory Committee (Requires up to 4 Members of which a minimum of 1 must have a disability)

Bonnie Quesnel
Dianne Haggerty
Jill Teeple
Katya Pereyaslavskaya

ii) Cycling Advisory Committee (Requires up to 4 Members at Large)

Marieke Mur
Trevor Wade
Irina Chulkova
Dan Doroshenko

iii) Diversity, Inclusion and Anti-Oppression Advisory Committee (Requires up to 7 Members at Large)

Melissa Alder
Hetham Hani Jamel Abu Kakry
Nour Al-Farawi
Wajdi Khouri
Krista Arnold
Citlally Maceil
Beverley Madigan

iv) Trees and Forests Advisory Committee (Requires up to 7 Members at Large)

Samjhana Thapa
G. Paul Nicholson.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

Voting Record:

Election

Appointment to the Accessibility Advisory Committee

Beverly Madigan(5.00 %):A. Kayabaga
Bonnie Quesnel(20.00 %):A. Kayabaga, E. Pelozza, M. van Holst, J. Morgan
Diane Haggerty(15.00 %):A. Kayabaga, M. van Holst, M. Cassidy
Jill Teeple(20.00 %):A. Kayabaga, E. Pelozza, M. Cassidy, J. Morgan
Nour Al Farawi(10.00 %):M. Cassidy, J. Morgan
Cora Waschkowski(15.00 %):E. Pelozza, M. van Holst, M. Cassidy
Boniface Justin Naickar(0.00 %):None
Katya Pereyaslavskaya(15.00 %):E. Pelozza, M. van Holst, J. Morgan
Susan Oster(0.00 %):None

Majority Winner: No majority

Election

Appointment to the Accessibility Advisory Committee - 2nd Ballot

Bonnie Quesnel(20.00 %):A. Kayabaga, E. Pelozo, M. van Holst, J. Morgan

Diane Haggerty(20.00 %):A. Kayabaga, M. van Holst, M. Cassidy, J. Morgan

Jill Teeple(20.00 %):A. Kayabaga, E. Pelozo, M. Cassidy, J. Morgan

Cora Waschkowski(15.00 %):E. Pelozo, M. van Holst, M. Cassidy

Katya Pereyaslavskaya(25.00 %):A. Kayabaga, E. Pelozo, M. van Holst, M. Cassidy, J. Morgan

Majority Winner: No majority

Election

Appointment to the Cycling Advisory Committee

Kevin Eo(5.00 %):M. Cassidy

Yasmine Brahimi(10.00 %):A. Kayabaga, E. Pelozo

Andrew McClenaghan(5.00 %):A. Kayabaga

Vincent Lubrano III(5.00 %):J. Morgan

Marieke Mur(25.00 %):A. Kayabaga, E. Pelozo, M. van Holst, M. Cassidy, J. Morgan

Trevor Wade(20.00 %):E. Pelozo, M. van Holst, M. Cassidy, J. Morgan

Irina Chulkova(20.00 %):A. Kayabaga, M. van Holst, M. Cassidy, J. Morgan

Dan Doroshenko(10.00 %):E. Pelozo, M. van Holst

Steve Brawn(0.00 %):None

Majority Winner: No majority

Election

Appointment to the Cycling Advisory Committee - 2nd Ballot

Yasmine Brahimi(15.00 %):A. Kayabaga, E. Pelozo, M. Cassidy

Marieke Mur(25.00 %):A. Kayabaga, E. Pelozo, M. van Holst, M. Cassidy, J. Morgan

Trevor Wade(25.00 %):A. Kayabaga, E. Pelozo, M. van Holst, M. Cassidy, J. Morgan

Irina Chulkova(20.00 %):A. Kayabaga, M. van Holst, M. Cassidy, J. Morgan

Dan Doroshenko(15.00 %):E. Pelozo, M. van Holst, J. Morgan

Majority Winner: No majority

In accordance with section 6.6.2 of the Selection Process Policy for Appointing Members to Committees, Civic Boards and Commissions, the tie is resolved by lot and the recommended candidate for appointment is Dan Doroshenko.

Election

Appointment to the Diversity, Inclusion and Anti-Oppression Advisory Committee

Melissa Allder(11.76 %):A. Kayabaga, E. Pelozo, M. Cassidy, J. Morgan

Hetham Hani Jamel Abu Kakry(8.82 %):E. Pelozo, M. van Holst, M. Cassidy

Jill Teeple(2.94 %):J. Morgan

Nour Al Farawi(14.71 %):A. Kayabaga, E. Pelozo, M. van Holst, M. Cassidy, J. Morgan

Wajdi Khouri(11.76 %):A. Kayabaga, M. van Holst, M. Cassidy, J. Morgan

Alec Mazurek(5.88 %):A. Kayabaga, M. van Holst

Boniface Justin Naickar(5.88 %):A. Kayabaga, M. Cassidy
Jaselyn Beckman(5.88 %):E. Pelozza, M. van Holst
Krista Arnold(11.76 %):A. Kayabaga, E. Pelozza, M. van Holst, J. Morgan
Citlally Maciel(11.76 %):E. Pelozza, M. van Holst, M. Cassidy, J. Morgan
Beverley Madigan(8.82 %):A. Kayabaga, M. Cassidy, J. Morgan

**Majority Winner: Nour Al Farawi; Citlally Maciel; Krista Arnold;
Melissa Alder; Wajdi Khouri; Beverley Madigan; Hetham Hani Jamel
Abu Kakry**

5. Deferred Matters/Additional Business

5.1 Corporate Services Committee Deferred Matters List

Moved by: J. Morgan
Seconded by: A. Kayabaga

That the Corporate Services Committee Deferred Matters List as of April 12, 2021, BE RECEIVED.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

5.2 (ADDED) Application – Issuance of Proclamation – Apraxia Awareness Day

Moved by: M. van Holst
Seconded by: A. Kayabaga

That based on the application dated April 14, 2021 from Apraxia Kids, May 14, 2021 BE PROCLAIMED Apraxia Awareness Day.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

5.3 (ADDED) Board of Directors – Federation of Canadian Municipalities

Moved by: A. Kayabaga
Seconded by: M. van Holst

That the following actions be taken with respect to the communication dated April 15, 2020 from Councillor J. Morgan regarding standing for re-election to the Federation of Canadian Municipalities' Board of Directors and his associated expenses:

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the prestige required to carry the municipal message to the federal government;

WHEREAS an election of FCM's Board of Directors will be held this year;

BE IT RESOLVED that the Council of The Corporation of the City of London endorses Councillor Josh Morgan to stand for election on FCM's Board of Directors for the 2021/2022 term;

BE IT FURTHER RESOLVED that Councillor J. Morgan be reimbursed by The Corporation of the City of London, outside his annual expense allocation, for his campaign expenses in seeking re-election to the Board of Directors, in an amount of up to \$500, upon submission of eligible receipts; and

BE IT FURTHER RESOLVED that Council assumes all costs associated with Councillor Josh Morgan attending FCM's Board of Directors meetings, the FCM Annual Conference and AGM and the Trade Show, during the 2021/2022 term.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: M. van Holst

Seconded by: J. Morgan

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

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

6.3 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.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and A. Kayabaga

Absent: (1): E. Holder

Motion Passed (5 to 0)

The Corporate Services Committee convenes, In Closed Session, from 1:01 PM to 1:35 PM.

7. Adjournment

Moved by: A. Kayabaga
Seconded by: M. van Holst

That the meeting be adjourned.

Motion Passed

The meeting adjourned at 1:37 PM.

Civic Works Committee

Report

The 6th Meeting of the Civic Works Committee
April 20, 2021

PRESENT: Councillors E. Pelozza (Chair), J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, Mayor E. Holder

ALSO PRESENT: A. Pascual and K. Van Lammeren

Remote Attendance: Councillors S. Hillier, S. Lewis, J. Morgan, and M. van Holst; G. Belch, S. Chambers, D. MacRae, S. Mathers, K. Oudekerk, B. Page, A. Rammeloo, A. Rozentals, C. Saunders, K. Scherr, E. Skalski, G. Smith, J. Stanford, B. Westlake, and P. Yeoman.

The meeting was called to order at 12:01 PM with Councillor E. Pelozza in the Chair; 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

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: J. Helmer

Seconded by: M. Cassidy

That Items 2.1, 2.2, 2.4, 2.6, 2.7, 2.8, 2.9, 2.10 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 3rd Report of the Transportation Advisory Committee

Moved by: J. Helmer

Seconded by: M. Cassidy

That the 3rd Report of the Transportation Advisory Committee held on March 23, 2021 BE RECEIVED.

Motion Passed

2.2 Appointment of Consulting Engineer for Construction Administration Services - 2021 Infrastructure Renewal Program: Regent Street and Maitland Street Valve Chamber and Instrumentation

Moved by: J. Helmer

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 April 20, 2021, related to the appointment of consulting services for the construction administration of

the 2021 Infrastructure Renewal Program Regent Street and Maitland Street Valve Chamber and Instrumentation project:

- a) Dillon Consulting Limited, BE AUTHORIZED to carry out the resident inspection and contract administration for the Regent Street and Maitland Street Valve Chamber and Instrumentation project in accordance with the estimate, on file, at an upset amount of \$349,499.76, 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-A05)

Motion Passed

2.4 Amendments to the Traffic and Parking By-law

Moved by: J. Helmer

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 April 20, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 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-T07/T08)

Motion Passed

2.6 2021 New Traffic and Pedestrian Signals and Pedestrian Crossovers

Moved by: J. Helmer

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 April 20, 2021, related to the planned 2021 signal and pedestrian crossover installations:

- a) the installation of the following traffic signals BE APPROVED:
 - i. Edgevalley Road at Highbury Avenue North;
 - ii. Gainsborough Road at Coronation Drive (west intersection);
 - iii. Huron Street at Vesta Road;
 - iv. North Routledge Park at Hyde Park Road; and,
 - v. Sunningdale Road East at North Wenige Drive;
- b) the installation of the following pedestrian signals BE APPROVED:
 - i. Commissioners Road West at West Springbank Park Entrance; and,
 - ii. Springbank Drive at Quinella Drive; and,
- c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 4,

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”, as it relates to the above-noted installations. (2021-T07/T08)

Motion Passed

2.7 Greenway Wastewater Treatment Plant UV Disinfection - Equipment Single Source

Moved by: J. Helmer

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 April 20, 2021, related to upgrades to the UV disinfection system at Greenway Wastewater Treatment Plant:

- a) the contract for purchase of a UV disinfection system BE AWARDED to Trojan Technologies as a single source procurement for a total value of \$1,154,700.00 plus HST in accordance with Sections 14.4 (d) and (e) of the City of London’s Procurement of Goods and Services Policy;
- b) AECOM BE APPOINTED Consulting Engineers in the amount of \$206,639.40, including 10% contingency, excluding HST, in accordance with 15.1 (b) and 15.2 (g) of the City of London’s Procurement of Goods and Services Policy;
- c) the financing for the project 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 this project;
- e) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract; 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-A05)

Motion Passed

2.8 Victoria Street Pumping Station Class Environmental Assessment - Notice of Completion

Moved by: J. Helmer

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 April 20, 2021, related to the Victoria Street Pumping Station Municipal Class Environmental Assessment:

- a) the preferred alternative, identified through the Class EA process, as the replacement of the Victoria Street Pumping Station BE ACCEPTED, in accordance with the Schedule ‘B’ Municipal Class Environmental Assessment process requirements;
- b) the Notice of Completion BE FILED with the Municipal Clerk; and

- c) the Project file for the Victoria Street Pumping Station Class Environmental Assessment BE PLACED on public record for a 30-day review period. (2021-E03/E05)

Motion Passed

2.9 Supply and Delivery of Traffic Paint SS21-17

Moved by: J. Helmer

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 April 20, 2021, related to the supply and delivery of traffic paint:

- a) approval hereby BE GIVEN to enter a three-year (3) contract for the supply and delivery of traffic paint with Ennis Paint Canada ULC at the quoted price of \$123,562.00 per year, excluding HST; it being noted that the pricing was provided through participation in the Elgin/Middlesex/Oxford Purchasing Co-Operative (EMOP) and made in accordance with Section 14.4 g) Single Sourcing of the Procurement of Goods and Services Policy which states, "It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body";
- b) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract;
- c) approval hereby BE CONDITIONAL upon the Corporation negotiating prices, terms and conditions with Ennis Paint Canada ULC to the satisfaction of the Manager of Purchasing and Supply and the Managing Director, Environmental and Engineering Services and City Engineer; and,
- d) approval hereby BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval. (2021-T06)

Motion Passed

2.10 Contract Award: Tender RFT21-23 - 2021 Infrastructure Renewal Program and Mornington Stormwater Management Pond Expansion

Moved by: J. Helmer

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 April 20, 2021, related to the award of contracts for the Mornington Stormwater Management Pond Expansion Project:

- a) the bid submitted by Bre-Ex Construction Inc. at its tendered price of, \$4,347,747.11, excluding HST, for the Mornington Stormwater Management Pond Expansion Infrastructure Renewal Project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Limited was the lowest of six bids received and meets the City's specifications and requirements in all areas;
- b) the engineering fees for Stantec Consulting BE INCREASED to account for the additional contract administration days for the required oversight for the said project in accordance with the estimates, on file, by

an upset amount of \$124,423.20, excluding HST, from \$633,183.39 to a total of \$757,606.59, in accordance with Section 15.2 (g) of the 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 administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT21-23); and,
- f) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E05)

Motion Passed

2.3 Sewage Overflows and Bypasses Into the Thames River

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated April 20, 2021, with respect to Sewage Overflows and Bypasses Into the Thames River, BE RECEIVED for information; it being noted that a presentation from S. Mathers, Director, Water and Wastewater, A. Rammeloo, Division Manager, Sewer Engineering, and K. Oudekerk, Division Manager, Wastewater Treatment Operations, with respect to this matter, was received. (2021-E05)

Yeas: (5): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.5 Update on Resource Recovery Strategy Including Mixed Waste Processing

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

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 April 20, 2021, related to the update on Resource Recovery Strategy including Mixed Waste Processing:

- a) the above-noted staff report BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to take no further action on the Unsolicited Proposal dealing with mixed waste processing; and
- c) the Civic Administration BE DIRECTED to develop details and a background business engagement document to initiate a two-step public procurement process (Request for Qualifications followed by a Request for Proposals) for a resource recovery facility or facilities (including mixed waste processing, mechanical-biological treatment and waste conversion

technologies), pilot project or commercial scale, and report back to Civic Works Committee by December 2021 with details on how the process will occur; it being noted that Civic Administration already have direction to examine the potential for small scale, demonstration facilities for resource recovery facilities as part of the London Waste to Resources Innovation Centre, subject to Municipal Council approval. (2021-E07)

Yeas: (5): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Street Renaming Portion of Blackwater Road (Plans 33M-764 and 33M-787) File MN-9313

Moved by: M. Cassidy

Seconded by: P. Van Meerbergen

That, on the recommendation of the Director, Development Services, the proposed by-law, as appended to the staff report dated April 20, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021, to approve the renaming of a portion of "Blackwater Road" from "Sunningdale Road East", northward to Block 5, Part of Lot 13 Concession 6, on Registered Plan 33M-764, and northward to Block 11, Part of Lot 13 Concession 6, on Registered Plan 33M-787 shall hereinafter be called and known as Appletree Gate, and the name of the said street is hereby changed accordingly; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2021-T00)

Yeas: (5): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: M. Cassidy

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (5): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: P. Van Meerbergen

Seconded by: S. Turner

Motion to close the public participation meeting.

Yeas: (5): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.2 Amendments to Consolidated Fees and Charges By-law

Moved by: S. Turner

Seconded by: M. Cassidy

That, on the recommendation of the City Clerk, on the advice of the Director, Environment, Fleet and Solid Waste, the proposed by-law, as appended to the staff report dated April 20, 2021, being "A by-law to amend By-law A-56 being "A by-law to provide for Various Fees and Charges" by adding fees related to the London Hefty® EnergyBag® Pilot Project and the Bike Lockers Pilot Project", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2021-P01)

Yeas: (5): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: M. Cassidy

Seconded by: E. Pelozo

Motion to open the public participation meeting.

Yeas: (5): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: P. Van Meerbergen

Seconded by: M. Cassidy

Motion to close the public participation meeting.

Yeas: (5): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: P. Van Meerbergen

Seconded by: S. Turner

That the Civic Works Committee Deferred Matters List, as at April 12, 2021, BE RECEIVED.

Yeas: (5): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

6. Confidential (Enclosed for Members only)

6.1 Litigation / Solicitor-Client Privileged Advice

Moved by: J. Helmer

Seconded by: E. Pelozza

That the Civic Works Committee convene, In Closed Session, for the purpose of considering the following item:

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 litigation currently before the Superior Court of Justice, Court files No. 7132/12, 1235/13, 1294/13 and 2438/15 affecting the municipality and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Motion Passed

The Civic Works Committee convenes, In Closed Session, from 1:46 PM to 2:17 PM.

7. Adjournment

The meeting adjourned at 2:19 PM.

Planning and Environment Committee

Report

The 6th Meeting of the Planning and Environment Committee
April 19, 2021

PRESENT: Councillors P. Squire (Chair), S. Lewis, S. Lehman, A. Hopkins, S. Hillier, Mayor E. Holder

ALSO PRESENT: K. van Lammeren and B. Westlake-Power
Remote Attendance: A. Anderson, G. Bailey, G. Barrett, J. Dann, M. Fabro, M. Feldberg, K. Gonyou, P. Kokkoros, G. Kotsifas, H. Lysynski, J. MacKay, L. Marshall, S. Meksula, B. O'Hagan, C. Saunders, M. Schulthess, C. Smith and P. Yeoman

The meeting is called to order at 4:01 PM, with Councillor P. Squire in the Chair, Councillor 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. Lewis

Seconded by: S. Hillier

That Items 2.1, 2.3 and 2.4 BE APPROVED.

Yeas: (5): P. Squire, S. Lewis, S. Lehman, A. Hopkins, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 3392 Wonderland Road South - Removal of Holding Provision h-17 (H-9298)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, based on the application by Wonderland Business Centre Inc. and Old Oak Properties, relating to the property located at 3392 Wonderland Road South, the proposed by-law appended to the staff report dated April 19, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 4, 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 Light Industrial (h-17*LI1*LI7) Zone TO a Light Industrial (LI1*LI7) Zone to remove the h-17 holding provision.

Motion Passed

2.3 Annual Report on Building Permit Fees

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, the staff report dated April 19, 2021 entitled "Annual Report on Building Permit Fees", with respect to building permit fees collected and costs of administration and enforcement

of the *Building Code Act* and regulations for the year 2020, BE RECEIVED for information.

Motion Passed

2.4 Building Division Monthly Report for February 2021

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

That the Building Division Monthly Report for February 2021 BE RECEIVED for information. (2021-A23)

Motion Passed

2.2 Recovery Grant Program

Moved by: S. Lewis
Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and City Planner, the following actions be taken with respect to the Recovery Grant Program:

a) the attached, revised, proposed by-law (Appendix "A") 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 adding in its entirety Schedule 3 - The Recovery Grant Program Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

b) the attached, revised, proposed by-law (Appendix "B") being "A by-law to amend C.P.-1468-176, as amended, being "A by-law to establish financial incentives for the Old East Village Community Improvement Project Area", by adopting in its entirety Schedule 2 - The Recovery Grant Program Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

c) the attached, revised, proposed by-law (Appendix "C") being "A by-law to amend C.P.-1481-176, as amended, being "A by-law to establish financial incentives for the SoHo Community Improvement Project Area", by adopting in its entirety Schedule 2 - The Recovery Grant Program Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

d) the attached, revised, proposed by-law (Appendix "D") being "A by-law to amend C.P.-1527-248, as amended, being "A by-law to establish financial incentives for the Hamilton Road Area Community Improvement Project Area", by adopting in its entirety Schedule B - The Recovery Grant Program Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

e) the attached, revised, proposed by-law (Appendix "E") being "A by-law to amend C.P.-1539-220, as amended, being "A by-law to establish financial incentives for the Lambeth Area Community Improvement Project Area", by adopting in its entirety Schedule 2 - The Recovery Grant Program Guidelines", BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021;

f) the Civic Administration BE DIRECTED to transfer \$6,000 of the \$250,000 program funding to the Old East Village Business Improvement Area (BIA) to fund graffiti removal across multiple properties;

g) the Civic Administration BE DIRECTED to transfer \$5,000 of the \$250,000 program funding to the Hamilton Road Business Improvement Area (BIA) to fund graffiti removal across multiple properties;

h) the Civic Administration BE REQUESTED to accept retroactive applications commencing May 4, 2021 if immediate repairs to damage by vandalism are necessary for securing the premises; it being noted that the revised by-laws noted in a) through e) above, provide for retroactive applications to be submitted;

it being further noted that funding for the program is accommodated within the Economic Development Reserve Fund as approved by Municipal Council at its January 12, 2021 meeting.

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 add a new part h), which reads as follows:

"the Civic Administration BE REQUESTED to accept retroactive applications commencing May 4, 2021 if immediate repairs to damage by vandalism are necessary for securing the premises; it being noted that noted that the revised by-laws noted in a) through e) above, provide for retroactive applications to be submitted;"

Yeas: (5): P. Squire, S. Lewis, S. Lehman, S. Hillier, and E. Holder

Nays: (1): A. Hopkins

Motion Passed (5 to 1)

3. Scheduled Items

3.1 Demolition Request for Dwelling on Heritage Listed Property at 88 Wellington Road

Moved by: A. Hopkins
Seconded by: S. Lewis

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the property located at 88 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources; it being noted that the two stained glass windows pictured in Appendix B of the staff report dated April 19, 2021 should be salvaged prior to the building's demolition;

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

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: 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. Lewis
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)

3.2 Demolition Request for Dwelling on Heritage Listed Property at 92 Wellington Road

Moved by: S. Lewis
Seconded by: S. Lehman

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, that the property located at 92 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources;

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

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: 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. 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 Kilally South, East Basin Environmentally Significant Area - 1918 to 2304 and 2005 to 2331 Kilally Road (OZ-9275)

Moved by: A. Hopkins
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 the City of London relating to the Kilally South, East Basin Environmentally Significant Area (1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road):

- a) the attached, revised, proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend the Official Plan to:
- i) change Schedule "A" (Land Use) on the subject lands FROM Urban Reserve Community Growth, Multi Family Medium Density Residential and Environmental Review designations, TO an Open Space designation and FROM Low Density Residential TO an Environmental Review designation;
 - ii) change Map Schedule B1 (Flood Plain and Environmental Features) TO apply an Environmentally Significant Area delineation to the lands identified as the Kilally South, East Basin Environmentally Significant Area that are designated Open Space as amended above; and,
 - iii) change Map Schedule B1 (Flood Plain and Environmental Features) TO add Unevaluated Wetlands and Unevaluated Vegetation Patches that are designated Environmental Review as amended above.
- b) the attached, revised, proposed by-law (Appendix "B") BE INTRODUCED at a future meeting of Municipal Council after the London Plan maps are in force and effect following the Local Planning Appeals Tribunal Hearings;
- i) change the Place Types on Map 1 - Place Types - FROM Neighbourhoods and Environmental Review TO Green Space, and FROM Environmental Review TO Neighbourhood to align with the limits of the Kilally South, East Basin Environmentally Significant Area;
 - ii) change the Place Types on Map1-Place Types- FROM Neighbourhood TO Environmental Review; and
 - iii) change Map 5 - Natural Heritage - FROM Potential Environmentally Significant Area, Unevaluated Vegetation Patch TO Environmentally Significant Area; and,
 - iv) change Map 5- Natural Heritage TO add Unevaluated Wetlands and Unevaluated Vegetation Patches;
- c) the attached, revised, proposed by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on May 4, 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 an Urban Reserve (UR3) Zone TO an Open Space (OS5) Zone and FROM an Urban Reserve (UR2) Zone and Urban Reserve (UR3) Zone, TO an Environmental Review (ER) Zone; it being noted that the proposed Official Plan and Zoning By-law amendment for the lands located at 2065 Kilally Road will be returned to the Planning and Environment Committee for consideration no later than July 1, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received communications dated April 15, 2021 and April 16, 2021, from S. Stapleton, Auburn Developments, with respect to these matters;

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 these applications for the following reasons:

- the proposed amendments are consistent with the Provincial Policy Statement 2020 as diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features;
- the proposed amendments conform to the policies of the 1989 Official Plan; and
- the proposed amendments conform to the policies of The London Plan.

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. Lehman
Seconded by: E. Holder

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 2nd Report of the Trees and Forests Advisory Committee

Moved by: A. Hopkins
Seconded by: S. Lehman

That, the following actions be taken with respect to the 2nd Report of the Trees and Forests Advisory Committee from its meeting held on March 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 applications for the properties located at 14 Gideon Drive and 2012 Oxford Street West:

i) the Civic Administration BE REQUESTED to provide the Trees and Forests Advisory Committee (TFAC) with the Tree Preservation Plans for the following properties:

- 1478 Westdel Bourne; and,
 - 3095 and 3105 Bostwick Avenue;
- ii) the Civic Administration BE REQUESTED to provide TFAC with the Tree Preservation Plans for any Notice of Planning Application that is sent to the Committee;
- iii) that Civic Administration BE REQUESTED to clarify with the applicant for the above-noted Notice the status of the woodlot located to the east of the turning circle, as illustrated on the Notice;
- iv) the above-noted notice, with respect to this matter, BE RECEIVED;
- b) the following actions be taken with respect to the Neighbourhood Street Renewal Program:
- i) the item BE DEFERRED to the next Trees and Forests Advisory Committee (TFAC) meeting; and,
- ii) D. MacRae, Director, Roads and Transportation, BE INVITED to attend the next TFAC meeting, to provide information regarding the program; and,
- c) clauses 1.1, 3.1, 3.3, 5.1 and 5.2 BE RECEIVED for information.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 3rd Report of the Advisory Committee on the Environment

Moved by: S. Lewis

Seconded by: A. Hopkins

That, the following actions be taken with respect to the 3rd Report of the Advisory Committee on the Environment from its meeting held on April 7, 2021:

- a) the following actions be taken with respect to the National Earth Day Event and the 2040 Film:
- i) Asha Hodura, London Chapter of the International Circular Economy Club, BE INVITED to a future meeting of the Advisory Committee on the Environment to speak to the above-noted film and the activities of the International Circular Economy Club; and,
- ii) the communication, movie poster and discussion questions, as appended to the agenda, BE RECEIVED
- b) a representative of the London Environmental Network BE INVITED to a future meeting of the Advisory Committee on the Environment (ACE) to speak to the Green Homes London program; it being noted the ACE held a general discussion with respect to the ACE work plan;
- c) a Working Group BE CREATED to review the Notice of Planning Application, dated March 31, 2021, from C. Parker, Senior Planner, with respect to Official Plan and Zoning By-law Amendments related to Encouraging the Growing of Food in Urban Areas city wide and report back to the Advisory Committee on the Environment; and,

d) clauses 1.1, 2.1, 3.1 and 3.2 BE RECEIVED for information.

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 (ADDED) 4th Report of the London Advisory Committee on Heritage

Moved by: S. Lewis

Seconded by: S. Lehman

That, the following actions be taken with respect to the 4th Report of the London Advisory Committee on Heritage from its meeting held on April 14, 2021:

a) a Working Group BE CREATED to review the Notice of Planning Application, dated March 10, 2021, from M. Corby, Senior Planner, with respect to a Notice of Application for Draft Plan of Subdivision, Official Plan and Zoning By-law Amendments related to the property located at 850 Highbury Avenue North, as appended to the Agenda, and the Heritage Impact Assessment, dated January 2021, from Zelinka Priamo Ltd., with respect to the property located at 850 Highbury Avenue North, as appended to the Added Agenda, and report back to the May meeting of the London Advisory Committee on Heritage;

b) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the property located at 88 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources; it being noted that the two stained glass windows pictured in Appendix B of the staff report, dated April 14, 2021, should be salvaged prior to the building's demolition;

c) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the property located at 92 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources;

d) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking retroactive approval and approval for alterations to the heritage designated property located at 16 Cummings Avenue, within the Blackfriars/Petersville Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the existing faux wood shakes on the gables be painted;
- the Heritage Planner be circulated on the Building Permit application to verify consistency with the alterations proposed to the porch; and,
- front yard parking be prohibited and the front yard restored to landscape;

e) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking retroactive approval for alterations to the heritage designated property located at 574 Maitland Street, in the East Woodfield Heritage Conservation District, BE APPROVED with the following terms and conditions:

- exterior grilles be added to the double-hung windows to create a simulated divided lite pattern on the exterior of the windows; and,

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

f) clauses 1.1, 2.1 to 2.3, inclusive, 2.5, 3.1, 3.2, 4.1 and 4.6, 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 5:12 PM.

Appendix “A”

Bill No.
2021

By-Law No. C.P.-

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 adding in its entirety, Schedule 3 – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1356-234 to designate the Downtown Community Improvement Project Areas;

AND WHEREAS Municipal Council adopted By-law C.P. 1357-249 to adopt the Downtown Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1467-175 to establish financial incentives for the Downtown Community Improvement Project Areas;

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

1. By-law C.P.-1467-175, as amended, is hereby amended by adding in its entirety, Schedule 3 – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021

Third Reading – May 4, 2021

Schedule 3 – The Recovery Grant Program Guidelines

Downtown Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the Downtown Recovery Grant Program provided by the City of London (“City”) through the Downtown Community Improvement Plan.

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How to Read this Document

This document identifies the responsibility of each stakeholder in the Downtown Recovery Grant Program.

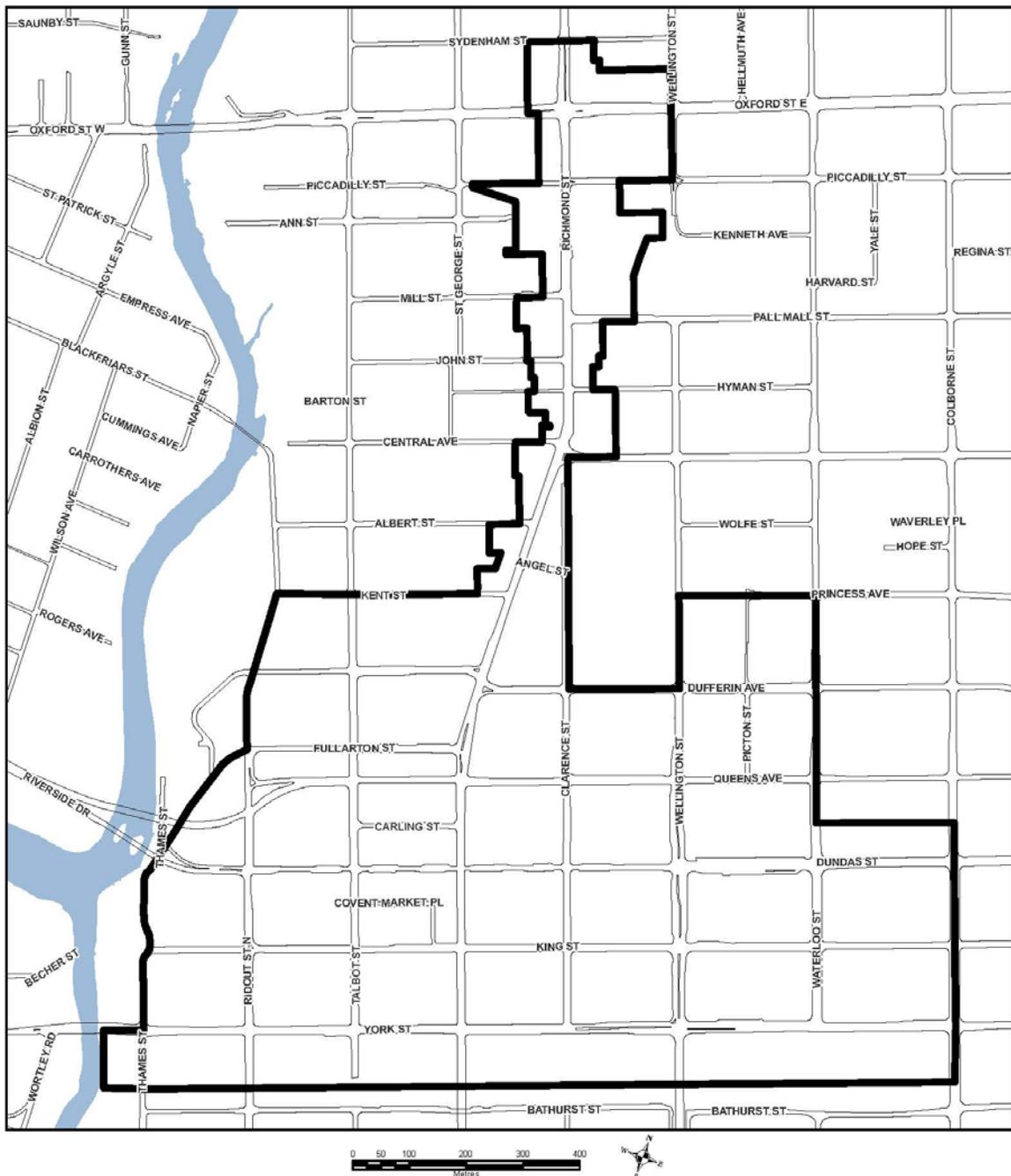
Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the Downtown Community Improvement Project Area (Map 1).

Map 1 – Downtown Community Improvement Project Area

Figure 1

THE DOWNTOWN COMMUNITY IMPROVEMENT AREA



Document Path: E:\Planning\Projects\p_BIAs\DowntownCIPExpansion\projects\Downtown_CIP_Area_July2017_8x11.mxd

Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the Downtown Community Improvement Project Area
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase

the visual attractiveness (“curb appeal”) and to fix or prevent damage related to vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The Downtown community improvement project area will initially receive \$70,000 in funding for the first submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the Downtown Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the *applicant* will

be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the Downtown Community Improvement Project Areas as defined in the Downtown Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff and/or Downtown London BIA staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London and/or Downtown London Business Improvement Area who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications may be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

Confirmation Phase

Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

Inspection of Complete Works

City staff will review the completed *approved works* to ensure they have been completed as approved. This is not a building permit inspection and does not replace the need for a building permit.

Grant Application Refusal and Appeal

If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the Downtown Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease. This

program is monitored to ensure it implements the goals and objectives of *The London Plan* and the Downtown Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the Downtown Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the Downtown Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the Downtown Community Improvement Plan have been met and used to help complete the biennial State of the Downtown Report or other similar report:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

Grant Agreement Template

Downtown Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

Downtown Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Conditions:

1. The applicant(s) for a Downtown Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The Downtown Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

Downtown Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the Downtown Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the Downtown Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Appendix “B”

Bill No.
2021

By-Law No. C.P.-

A by-law to amend C.P.-1468-176, as amended, being “A By-law to establish financial incentives for the Old East Village Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1443-249 to designate the Old East Village Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1444-250 to adopt the Old East Village Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1468-176 to establish financial incentives for the Old East Village Community Improvement Project Area;

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

1. By-law C.P.-1468-176, as amended, is hereby amended by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule 2 – The Recovery Grant Program Guidelines

Old East Village Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the Old East Village Recovery Grant Program provided by the City of London (“City”) through the Old East Village Community Improvement Plan.

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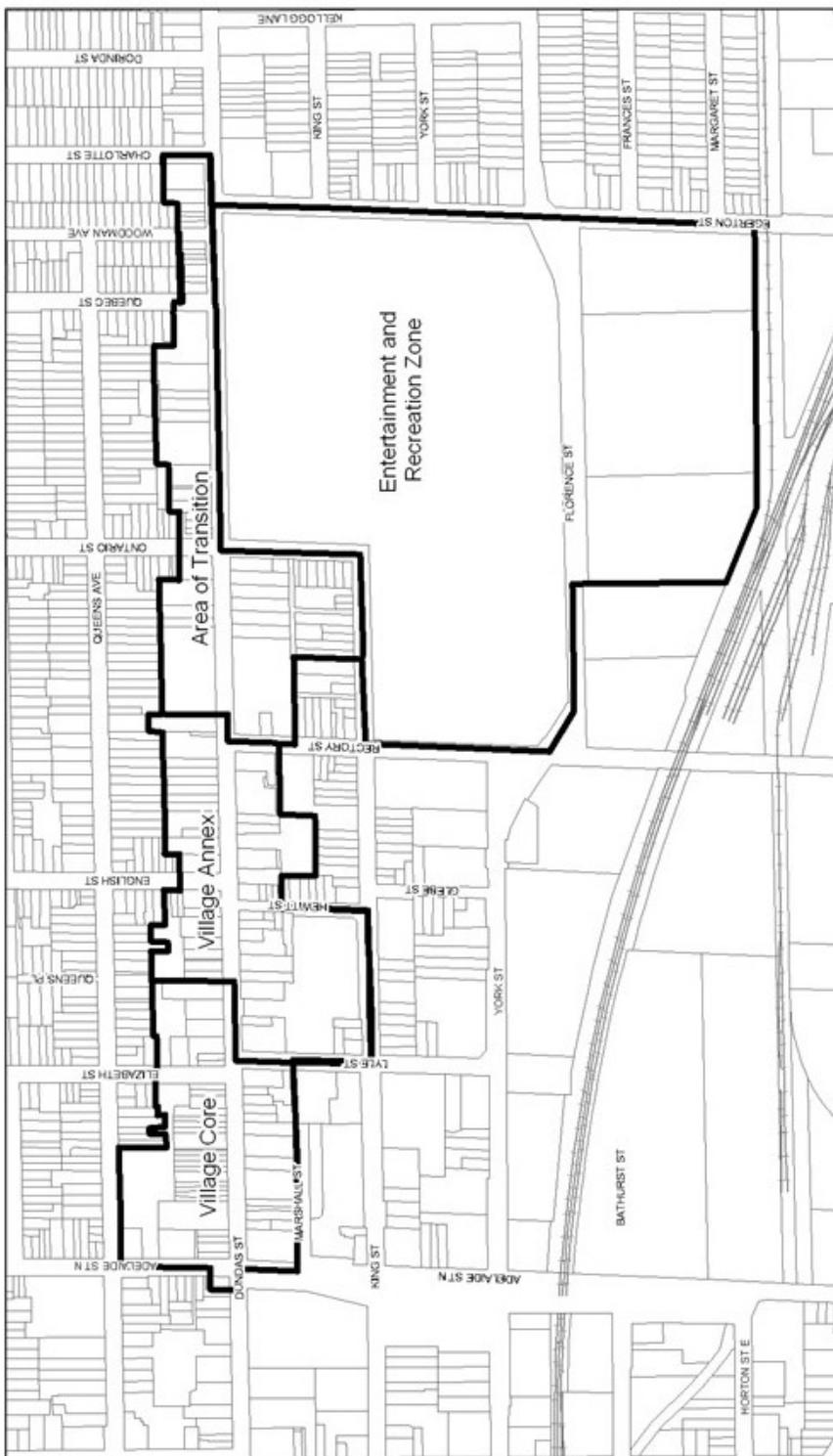
How to Read this Document

This document identifies the responsibility of each stakeholder in the Old East Village Recovery Grant Program.

Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the Old East Village Community Improvement Project Area (Map 1), excluding the Entertainment and Recreation Zone.

Map 1 – Old East Village Community Improvement Project Area



Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the Old East Village Community Improvement Project Area
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency Repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency Repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase

the visual attractiveness (“curb appeal”) and to fix or prevent damage related to vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The Old East Village community improvement project area will initially receive \$39,000 in funding for the first Recovery Grant submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the Old East Village Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements).

If the applicant is not a registered owner of the subject property, the *applicant* will be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the Old East Village Community Improvement Project Area as defined in the Old East Village Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and

detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff and/or Old East Village BIA staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London and/or Old East Village Business Improvement Area who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications may be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

Confirmation Phase

Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

Inspection of Complete Works

City staff will review the completed *approved works* to ensure they have been completed as approved. This is not a building permit inspection and does not replace the need for a building permit.

Grant Application Refusal and Appeal

If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the Old East Village Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified,

or cease. This program is monitored to ensure it implements the goals and objectives of *The London Plan* and the Old East Village Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the Old East Village Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the Old East Village Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the Old East Village Community Improvement Plan have been met:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

Grant Agreement Template

Old East Village Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

Old East Village Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Conditions:

1. The applicant(s) for an Old East Village Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The Old East Village Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

Old East Village Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the Old East Village Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the Old East Village Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Bill No.
2021

By-Law No. C.P.-

A by-law to amend C.P.- 1481-176, as amended, being “A By-law to establish financial incentives for the SoHo Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1479-174 to designate the SoHo Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1480-175 to adopt the SoHo Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1481-176 to establish financial incentives for the SoHo Community Improvement Project Area;

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

1. By-law C.P.-1481-176, as amended, is hereby amended by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule 2 – The Recovery Grant Program Guidelines

SoHo Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the SoHo Recovery Grant Program provided by the City of London (“City”) through the SoHo Community Improvement Plan.

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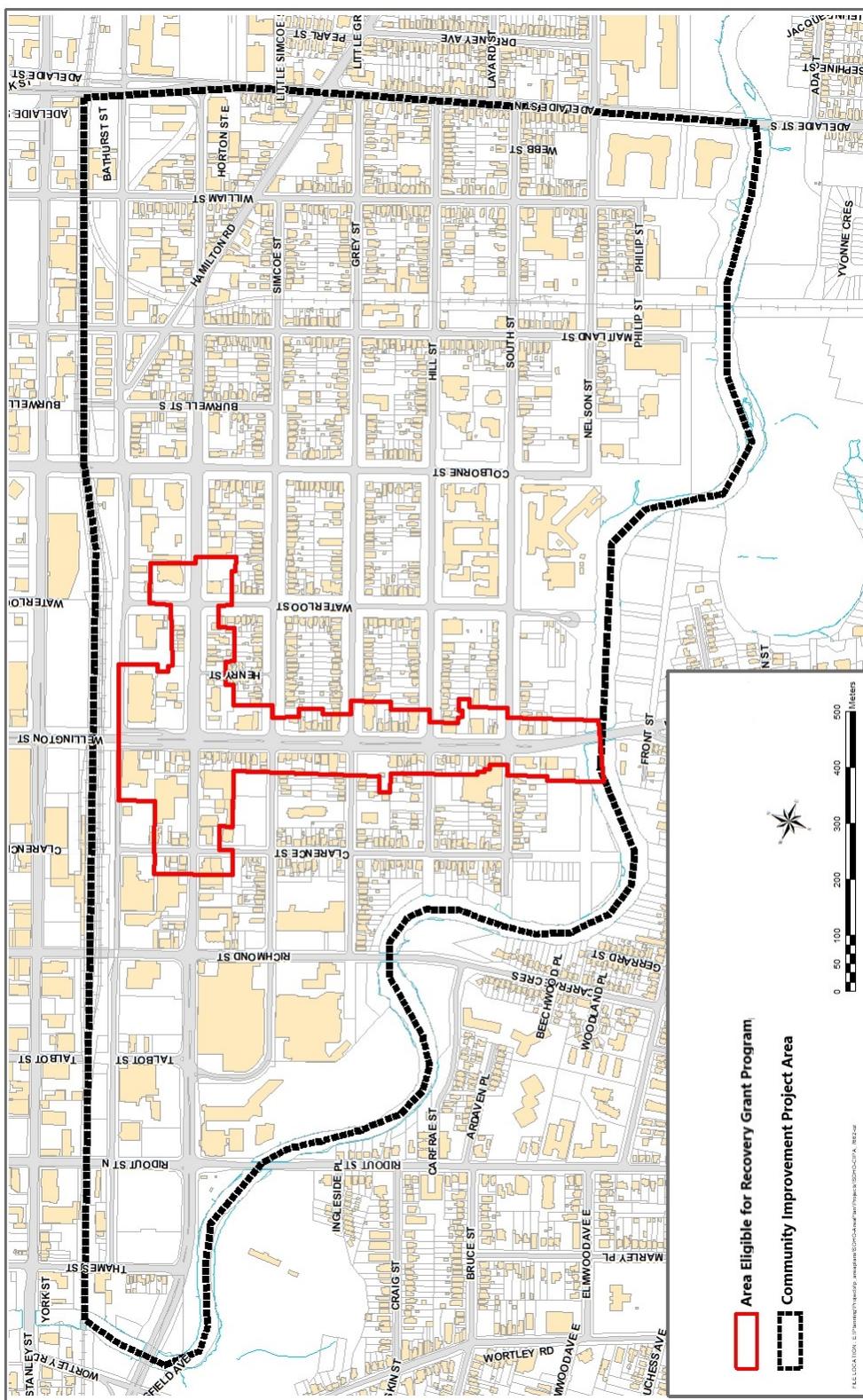
How to Read this Document

This document identifies the responsibility of each stakeholder in the SoHo Recovery Grant Program.

Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the SoHo Community Improvement Project Area (Map 1).

Map 1 – SoHo Community Improvement Project Area



Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the SoHo Community Improvement Project Area
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency Repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency Repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase

the visual attractiveness (“curb appeal”) and to fix or prevent damage related to vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The SoHo community improvement project area will initially receive \$45,000 in funding for the first submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the SoHo Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the *applicant* will

be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the SoHo Community Improvement Project Area as defined in SoHo Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London, who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications may be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

Confirmation Phase

Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

Inspection of Complete Works

City staff will review the completed *approved works* to ensure they have been completed as approved. This is not a building permit inspection and does not replace the need for a building permit.

Grant Application Refusal and Appeal

If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the SoHo Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease. This program

is monitored to ensure it implements the goals and objectives of *The London Plan* and the SoHo Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the SoHo Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the SoHo Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the SoHo Community Improvement Plan have been met:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

Grant Agreement Template

SoHo Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

SoHo Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Conditions:

1. The applicant(s) for a SoHo Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The SoHo Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

SoHo Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the SoHo Recovery Grant Program guidelines.

- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.

- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.

- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the SoHo Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Appendix “D”

Bill No.
2021

By-Law No. C.P.-

A by-law to amend C.P.- 1527-248, as amended, being “A By-law to establish financial incentives for the Hamilton Road Area Community Improvement Project Area” by adding in its entirety, Schedule B – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1522-112 to designate the Hamilton Road Area Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1523-113 to adopt the Hamilton Road Area Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1527-248 to establish financial incentives for the Hamilton Road Area Community Improvement Project Area;

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

1. By-law C.P.-1527-248, as amended, is hereby amended by adding in its entirety, Schedule B – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule B – The Recovery Grant Program Guidelines

Hamilton Road Area Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the Hamilton Road Area Recovery Grant Program provided by the City of London (“City”) through the Hamilton Road Area Community Improvement Plan.

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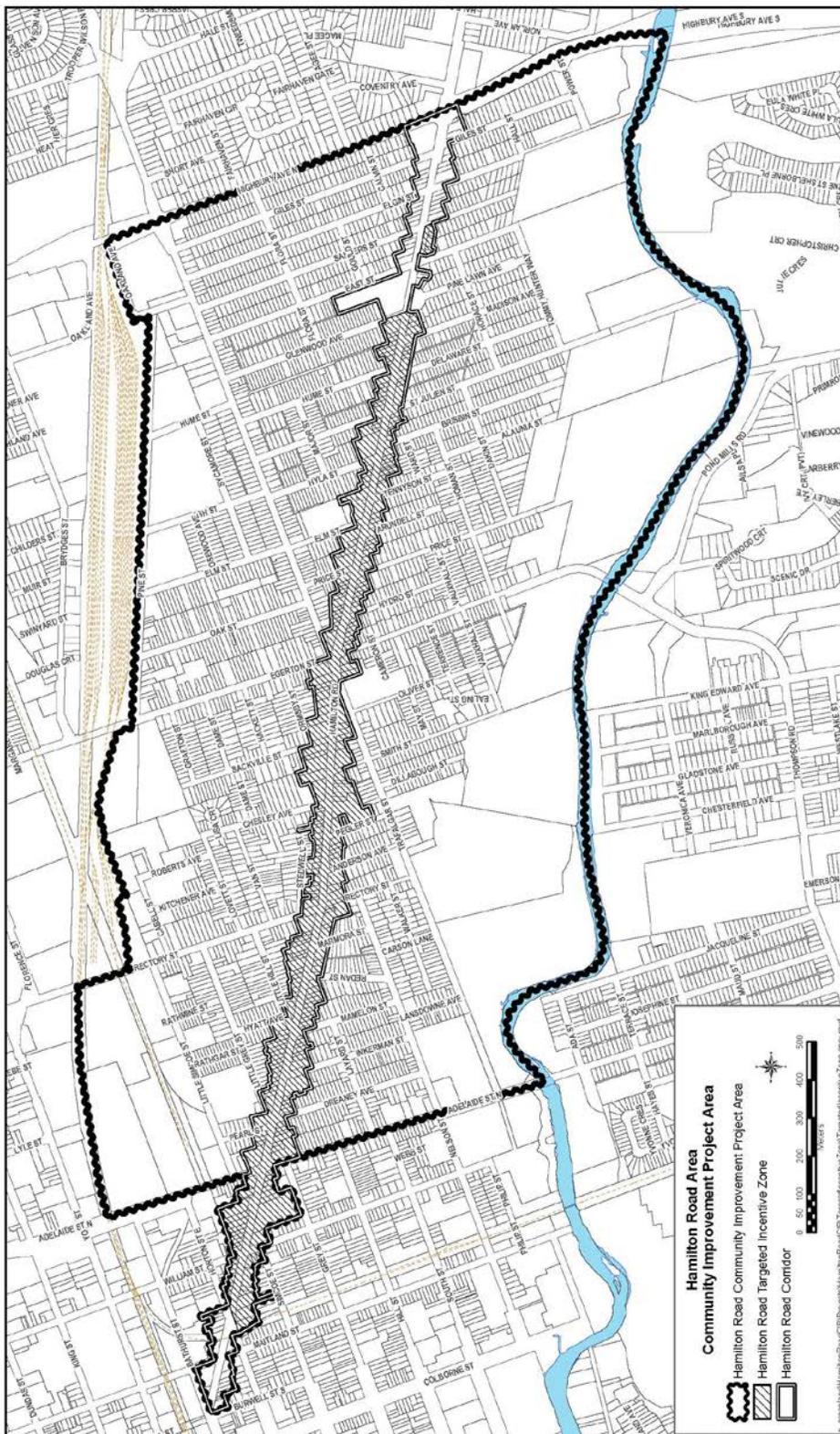
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The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the Hamilton Road Area Community Improvement Project Area – Hamilton Road Corridor (Map 1)

Map 1 – Hamilton Road Area Community Improvement Project Area



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Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

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- Exterior lighting
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- Decorative exterior façade gates
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- Non-property related improvements, such as hiring of security guards or cleaning staff
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To be eligible for the Hamilton Road Area Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements).

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Property Considerations

- The property must be located within the Hamilton Road Area Community Improvement Project Area – Hamilton Road Corridor as defined in Hamilton Road Area Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

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- Separate applications must be submitted for each *discrete building* on a single property
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- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and

detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

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If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff and/or Hamilton Road BIA staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London and/or Hamilton Road BIA, who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications will be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

Confirmation Phase

Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

Inspection of Complete Works

City staff will review the completed *approved works* to ensure they have been completed as approved. This is not a building permit inspection and does not replace the need for a building permit.

Grant Application Refusal and Appeal

If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the Hamilton Road Area Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified,

or cease. This program is monitored to ensure it implements the goals and objectives of *The London Plan* and the Hamilton Road Area Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the Hamilton Road Area Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the Hamilton Road Area Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the Hamilton Road Area Community Improvement Plan have been met:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

Grant Agreement Template

Hamilton Road Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

Hamilton Road Area Recovery Grant Program Grant Agreement

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Conditions:

1. The applicant(s) for a Hamilton Road Area Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The Hamilton Road Area Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

Hamilton Road Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the Hamilton Road Area Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the Hamilton Road Area Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Bill No.
2021

By-Law No. C.P.-

A by-law to amend C.P.- 1539-220, as amended, being “A By-law to establish financial incentives for the Lambeth Area Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1537-218 to designate the Lambeth Area Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1538-219 to adopt the Lambeth Area Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1539-220 to establish financial incentives for the Lambeth Area Community Improvement Project Area;

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

1. By-law C.P.-1539-220, as amended, is hereby amended by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule 2 – The Recovery Grant Program Guidelines

Lambeth Area Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the Lambeth Area Recovery Grant Program provided by the City of London (“City”) through the Lambeth Area Community Improvement Plan.

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Inspection of Complete Works

Grant Application Refusal and Appeal

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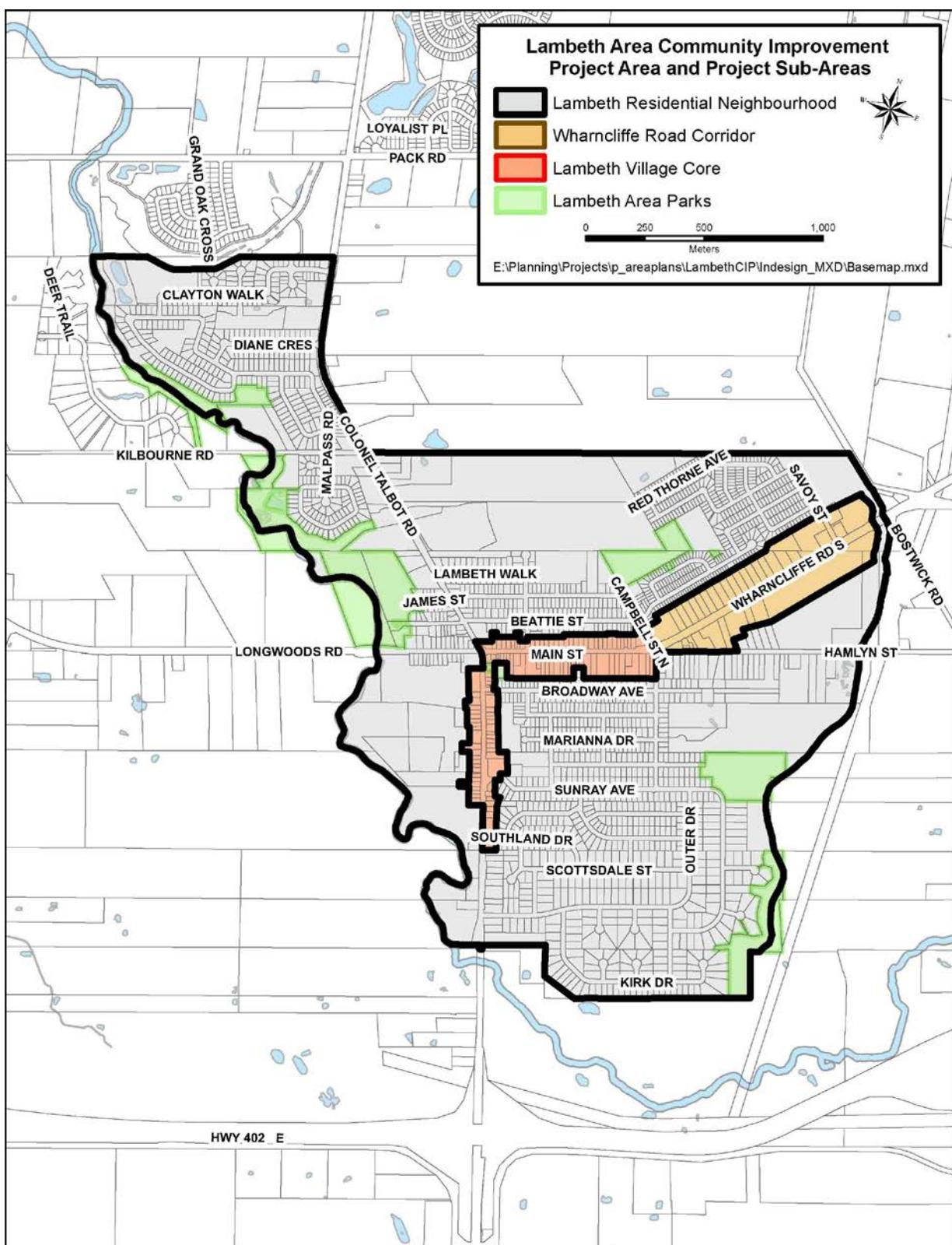
How to Read this Document

This document identifies the responsibility of each stakeholder in the Lambeth Area Recovery Grant Program.

Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the Lambeth Area Community Improvement Project Area – Wharnccliffe Road Corridor and Lambeth Village Core (Map 1).

Map 1 – Lambeth Area Community Improvement Project Area



Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the Lambeth Area Community Improvement Project Area – Wharnccliffe Road Corridor or Lambeth Village Core
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency Repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency Repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase

the visual attractiveness (“curb appeal”) and to fix or prevent damage related to vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The Lambeth Area community improvement project area will initially receive \$45,000 in funding for the first submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the Lambeth Area Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the *applicant* will

be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the Lambeth Area Community Improvement Project Area – Wharncliffe Road Corridor or Lambeth Village Core as defined in Lambeth Area Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff prior to making an application to the Recovery Grant Program.

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Applicant – The *applicant* contacts the City of London, who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

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Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

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Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications will be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

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CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

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Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

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Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
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Conditions:

1. The applicant(s) for a Lambeth Area Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The Lambeth Area Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

Lambeth Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the Lambeth Area Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the Lambeth Area Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2021)

By-law No. C.P.-1284-

A by-law to amend the Official Plan for the City of London, 1989 relating 1918 to 2304 and 2005 to 2331 Kilally Road excluding 2065 Kilally Road.

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

1. Amendment No. # to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To change the designation of 1918 to 2304 and 2005 to 2331 Kilally Road (excluding 2065 Kilally Road) described herein from Urban Reserve Community Growth, Multi-family Medium Density Residential and Environmental Review designations, to an Open Space designation and from an Open Space Designation and Low Density Residential to an Environmental Review designation on Schedule "A", Land Use, to the Official Plan for the City of London.
2. To apply an "Environmentally Significant Area" (ESA) delineation on Schedule "B-1", (Flood Plain and Environmental Features) to the Official Plan for the City of London.
3. To add "Unevaluated Wetlands and Unevaluated Vegetation Patches" on Schedule "B-1" (Flood Plain and Environmental Features) to the Official Plan for the City of London.

B. LOCATION OF THIS AMENDMENT

1. This Amendment applies to 1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road, in the City of London.

C. BASIS OF THE AMENDMENT

Based on more detailed information that has been made available through the completion of the Kilally South, East Basin, Environmental Impact Study, the final land use designations and Natural Heritage features can now be accurately confirmed in the Official Plan.

D. THE AMENDMENT

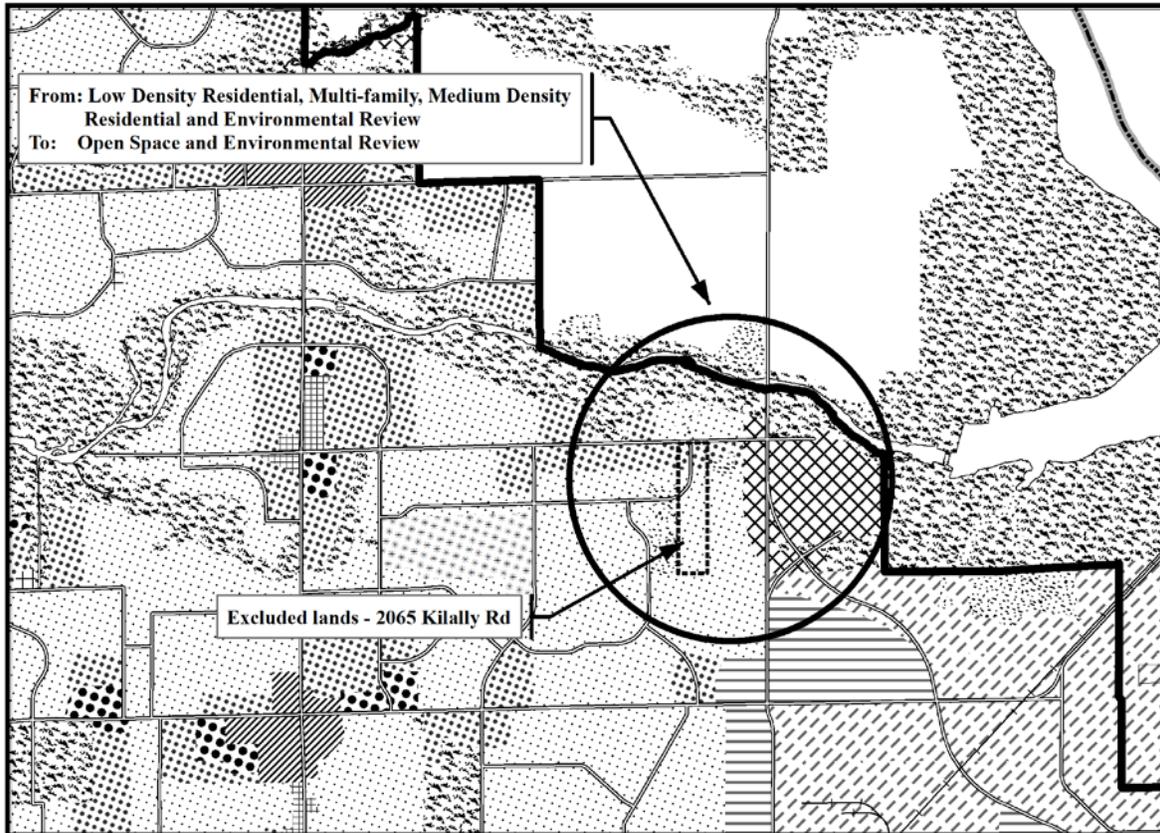
The Official Plan for the City of London is hereby amended as follows:

1. Schedule "A", Land Use, to the Official Plan for the City of London Planning Area is amended by designating those lands within the Kilally South, East Basin Environmentally Significant Area in the City of London, as indicated on "Schedule 1" attached hereto from an Urban Reserve Community Growth, Multifamily Medium Density Residential and Environmental Review designations, to an Open Space designation and from a Low Density Residential designation to an Environmental Review designation.
2. Schedule "B-1" Flood Plain and Environmental Features, to the Official Plan for the City of London Planning Area is amended by changing the delineation to the lands identified as the Kilally South, East Basin Environmentally Significant Area that are designated Open Space as amended above as Environmentally Significant Area as indicated on "Schedule 2" attached hereto.
3. Schedule "B-1" Flood Plain and Environmental Features, to the Official Plan for the City of London Planning Area is

amended by adding Unevaluated Wetlands and Unevaluated Vegetation Patches as indicated on "Schedule 2" attached hereto.

Map Schedule A

AMENDMENT NO:

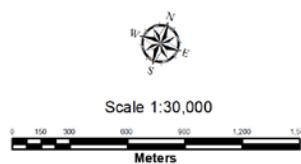


Legend

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.

**SCHEDULE 1
TO
OFFICIAL PLAN**
AMENDMENT NO. _____
PREPARED BY: Graphics and Information Services

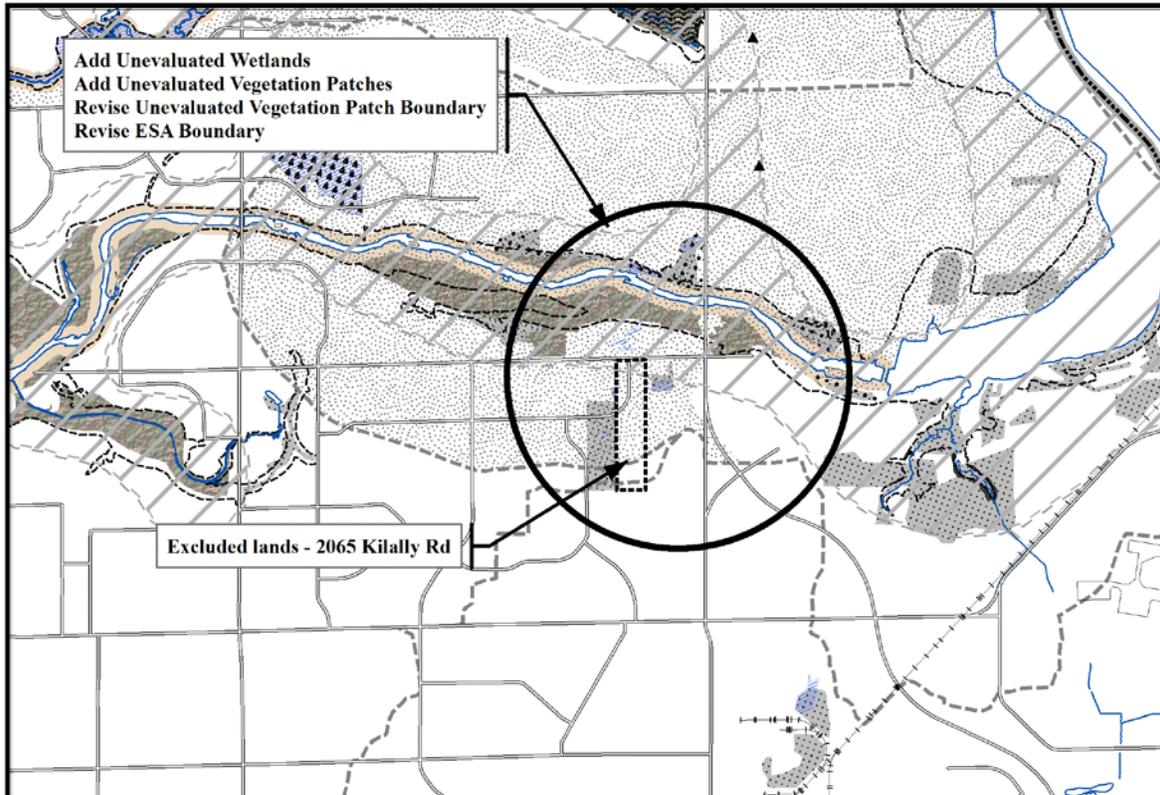


FILE NUMBER: OZ-9275
PLANNER: CS
TECHNICIAN: MB
DATE: 2021/02/25

PROJECT LOCATION: e:\planning\projects\p_officialplan\work\conso\00\amendments\oz-8310\mxd\scheduleA_b&w_8x11_with_SWAP.mxd

Map Schedule B-1

AMENDMENT NO:



NATURAL HERITAGE SYSTEM

- ESAs
- Potential ESAs
- Significant Woodlands
- Woodlands
- Unevaluated Vegetation Patches
- Significant River, Stream, and Ravine Corridors
- Unevaluated Stream and Ravine Corridors
- Provincially Significant Wetlands
- Locally Significant Wetlands
- Unevaluated Wetlands
- Potential Naturalization Areas
- Potential Upland Corridors
- Ground Water Recharge Areas

NATURAL HAZARDS

- Maximum Hazard Line
- NOTE 1: Hazard Lines shown on this map are approximate. The precise delineation of hazard line mapping available from the Conservation Authority having jurisdiction.*
NOTE 2: Flood Fringe mapping for certain areas of the city is available from the Upper Thames River Conservation Authority.

Base Map Features

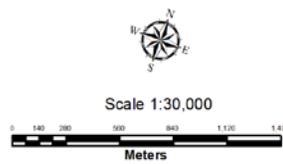
- Railways
- Water Courses/Ponds
- Streets (refer to Schedule "C")
- Conservation Authority Boundary
- Subwatershed Boundary
- Big Picture Meta-Cores and Meta-Corridors

This is an excerpt from the Planning Division's working consolidation of Schedule B1 to the City of London Official Plan, with added notations.

**SCHEDULE #####
TO
OFFICIAL PLAN**

AMENDMENT NO. _____

PREPARED BY: Graphics and Information Services



FILE NUMBER: OZ-9275

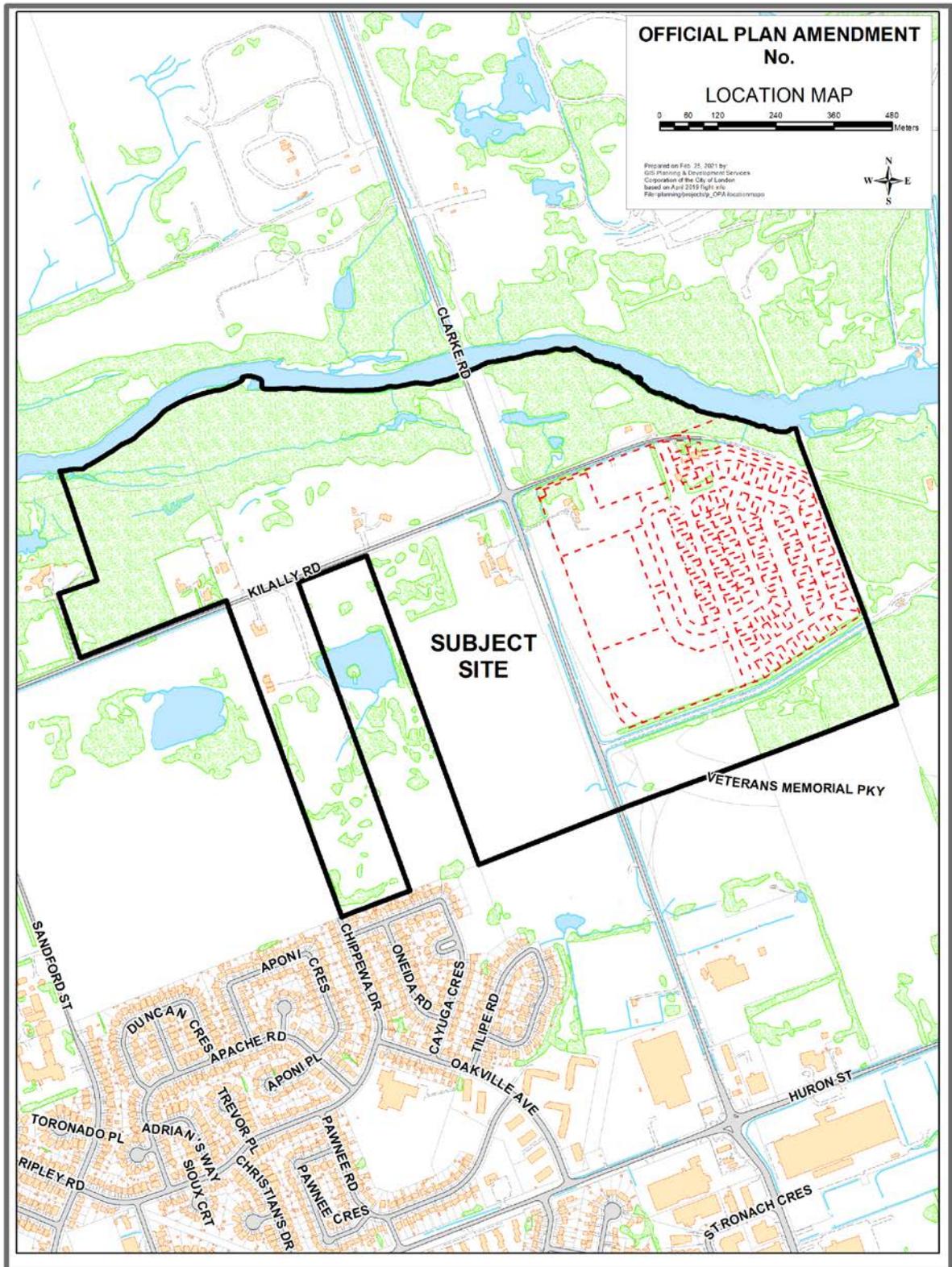
PLANNER: CS

TECHNICIAN: MB

DATE: 2021/02/25

PROJECT LOCATION: e:\planning\projects\p_officialplan\work\conso\00\amendments\?????.mxd\scheduleB1_b&w_8x11_with_SWAP.mxd

Official Plan Amendment Location Map



Appendix B

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

By-law No. C.P.-XXXX-____

A by-law to amend The London Plan for the City of London, 2016 relating to 1918 to 2304 and 2005 to 2331 Kilally Road excluding 2065 Kilally Road.

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

1. Amendment No. (to be inserted by Clerk's Office) to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on xxx.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – xxx
Second Reading – xxx
Third Reading – xxx

**AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To change the Place Type of 1918 to 2304 and 2005 to 2331 Kilally Road (excluding 2065 Kilally Road) described herein from Neighbourhood and Environmental Review to Green Space and from Environmental Review to Neighbourhood to align with the limits of the Kilally South, East Basin Environmentally Significant Area on Schedule "A", Map 1 – Place Type, to The London Plan for the City of London.
2. To change the Place Type of certain lands described herein from Neighbourhood to Environmental Review on Schedule "A", Map 1 – Place Type, to The London Plan for the City of London.
3. To change the designation from Potential Environmentally Significant Area to Environmentally Significant Area on Map 5 - Natural Heritage.
4. To add unevaluated wetlands and unevaluated vegetation patches on Map 5- Natural Heritage.

B. LOCATION OF THIS AMENDMENT

1. This Amendment applies to 1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road, in the City of London.

C. BASIS OF THE AMENDMENT

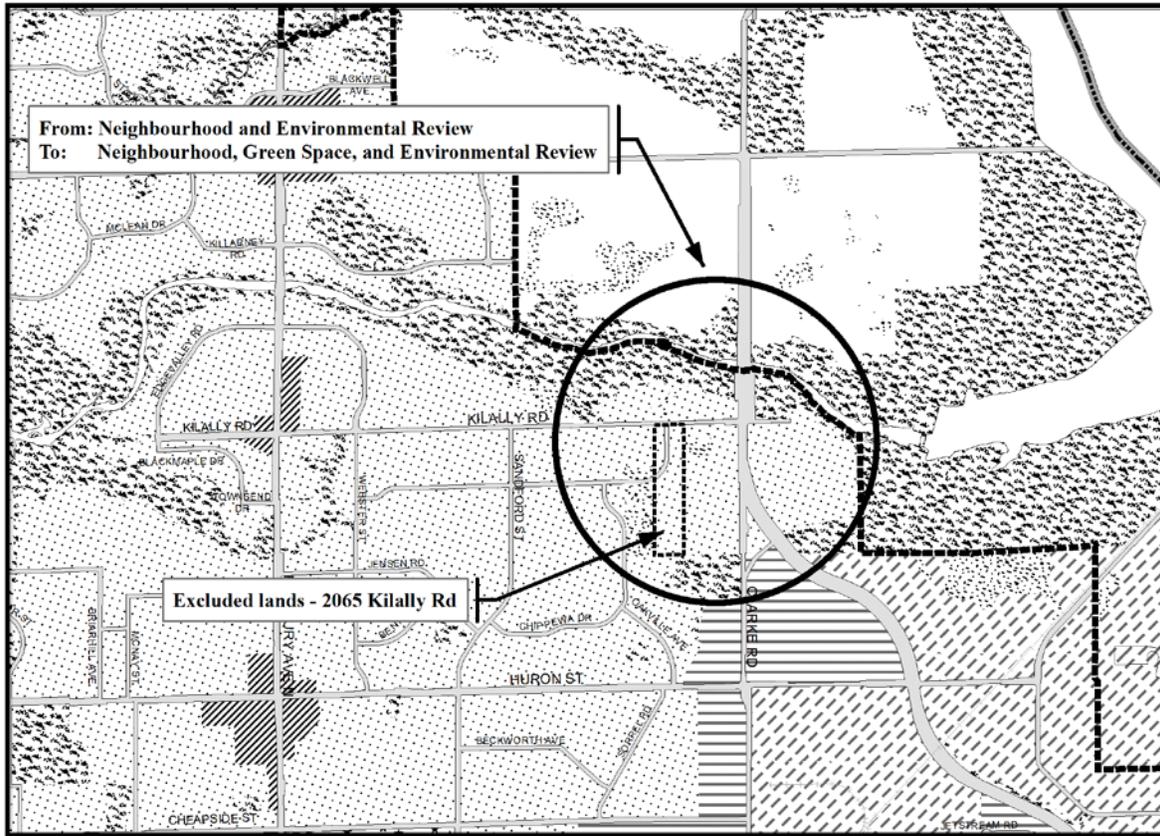
Based on more detailed information that has been made available through the completion of the Kilally South, East Basin Environmental Impact Study, the final land use designations and Natural Heritage features can now be accurately confirmed in the Official Plan

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Map 1 - Place Types, to the London Plan for the City of London Planning Area is amended by designating those lands located within the Kilally South, East Basin Environmentally Significant Area in the City of London, as indicated on "Schedule 1" attached hereto from Neighbourhoods and Environmental Review to Green Space and from Environmental Review to Neighbourhoods.
2. Map 1- Place Types, to the London Plan for the City of London Planning Area is amended by changing Neighbourhood to Environmental Review as indicated on "Schedule 1" attached hereto.
3. Map 5 - Natural Heritage, to the London Plan for the City of London Planning Area is amended by designating those lands located within the Kilally South, East Basin Environmentally Significant Area the City of London, as indicated on "Schedule "2" attached hereto to change the designation Potential Environmentally Significant Area and Unevaluated Vegetation Patch to Environmentally Significant Area.
4. Map 5 - Natural Heritage, to the London Plan for the City of London Planning Area is amended by adding Unevaluated Vegetation Patches

and Unevaluated Wetlands as indicated on "Schedule "2" attached hereto.



Legend

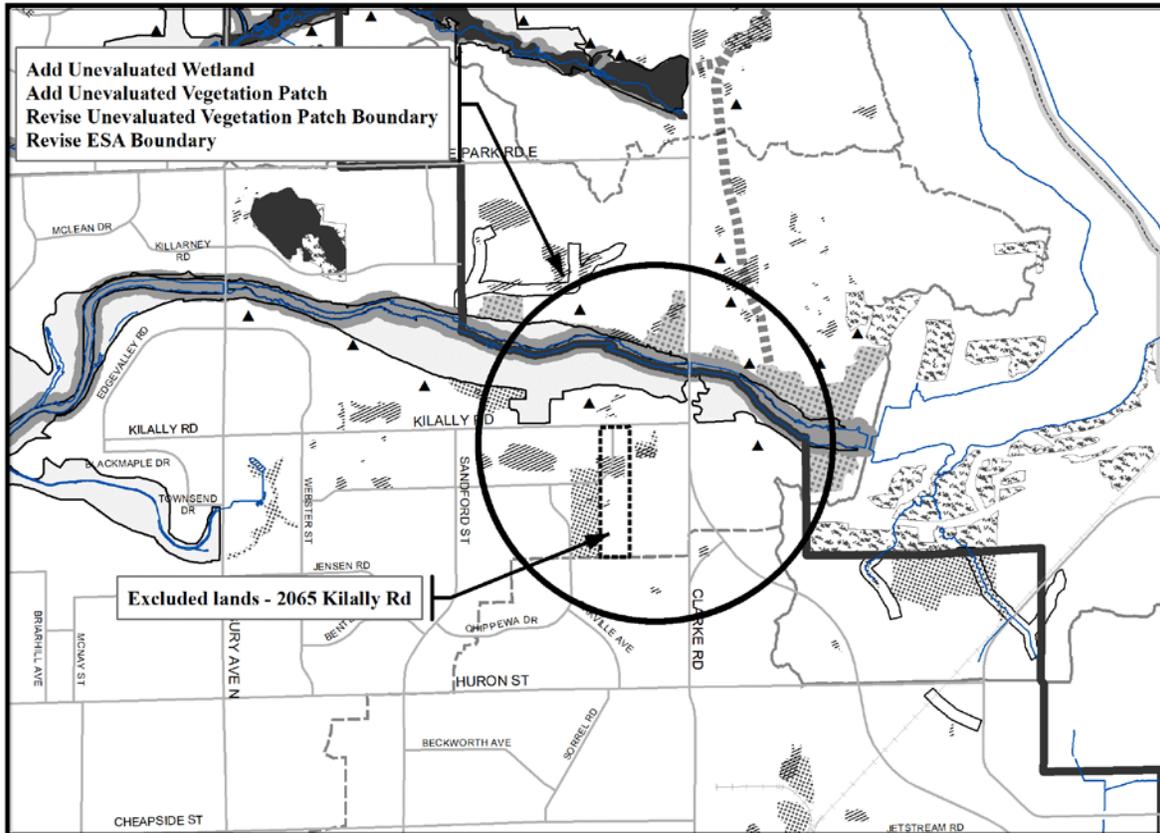
- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhood | Green Space | |

*This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.
At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.*

<p>SCHEDULE # TO THE LONDON PLAN</p> <p>AMENDMENT NO. _____</p> <p>PREPARED BY: Planning Services</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-9275</p> <p>PLANNER: CS</p> <p>TECHNICIAN: MB</p> <p>DATE: 4/15/2021</p>
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Amended Map 5 London Plan

AMENDMENT NO:

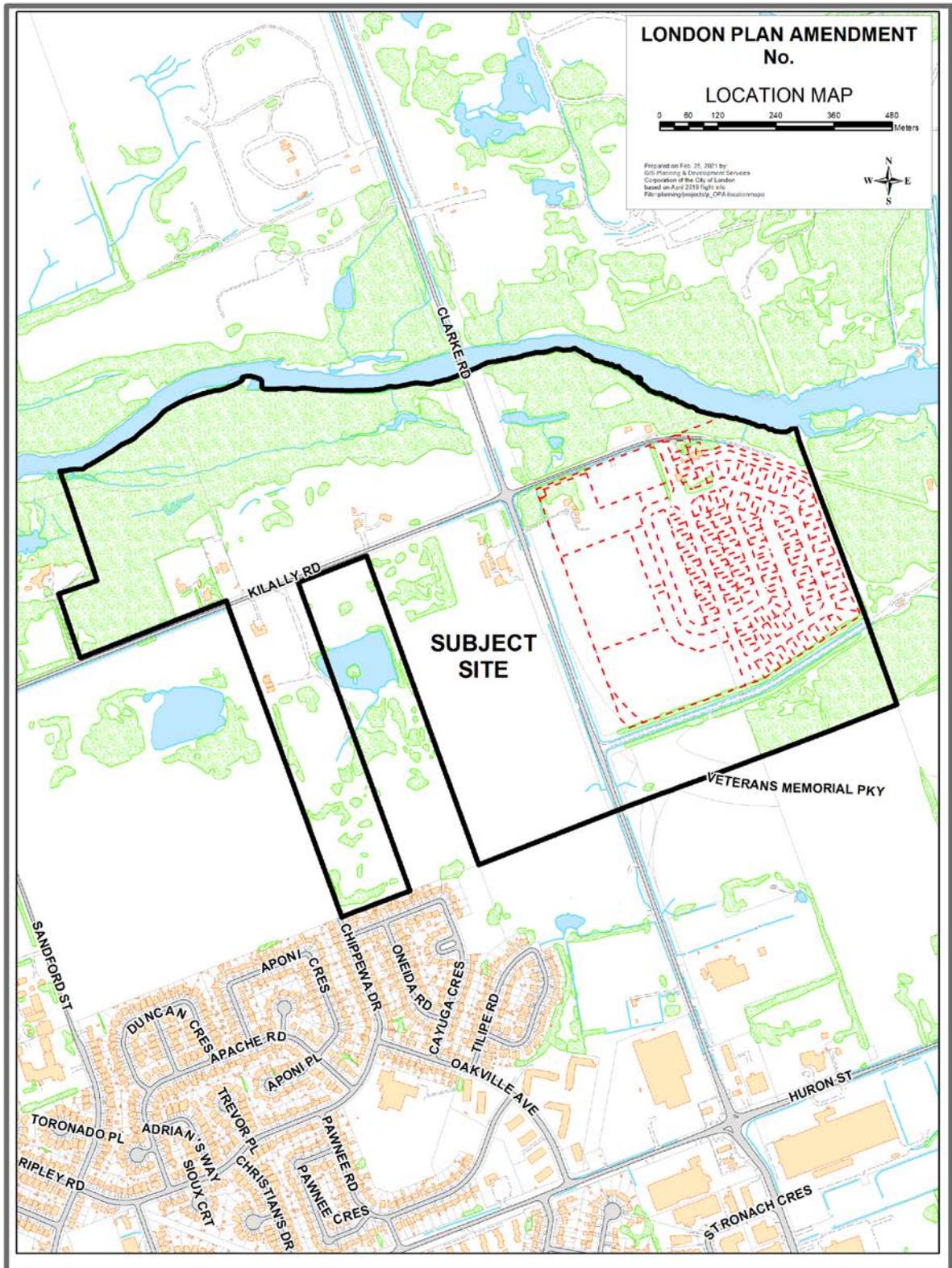


NATURAL HERITAGE SYSTEM		Base Map Features
<ul style="list-style-type: none"> Provincially Significant Wetlands Wetlands Unevaluated Wetlands Significant Woodlands Woodlands Significant Valley Lands Valley Lands 	<ul style="list-style-type: none"> Areas of Natural and Scientific Interest Environmentally Significant Areas (ESA) Potential ESAs Upland Corridors Potential Naturalization Areas Unevaluated Vegetation Patches 	<ul style="list-style-type: none"> Railways Water Courses/Ponds Streets (see Map 3) Conservation Authority Boundary Subwatershed Boundary
<p>This is an excerpt from the Planning Division's working consolidation of Map 5 - Natural Heritage of the London Plan, with added notations.</p>		

<p>SCHEDULE # TO THE LONDON PLAN</p> <p>AMENDMENT NO. _____</p> <p style="font-size: x-small;">PREPARED BY: Planning Services</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-9275</p> <p>PLANNER: CS</p> <p>TECHNICIAN: MB</p> <p>DATE: 4/15/2021</p>
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London Plan Location Map



Appendix C

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 1918 to 2304 and 2005 to 2331 Kilally Road excluding 2065 Kilally Road.

WHEREAS the City of London has applied to rezone the Kilally South, East Basin Environmentally Significant Area, as shown on the map attached to this by-law, as set out below;

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

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road, as shown on the attached map, from an Urban Reserve (UR3) Zone, to an Open Space (OS5) Zone and from an Urban Reserve (UR2) Zone and Urban Reserve (UR3) Zone, to an Environmental Review (ER) Zone.

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 May 4, 2021.

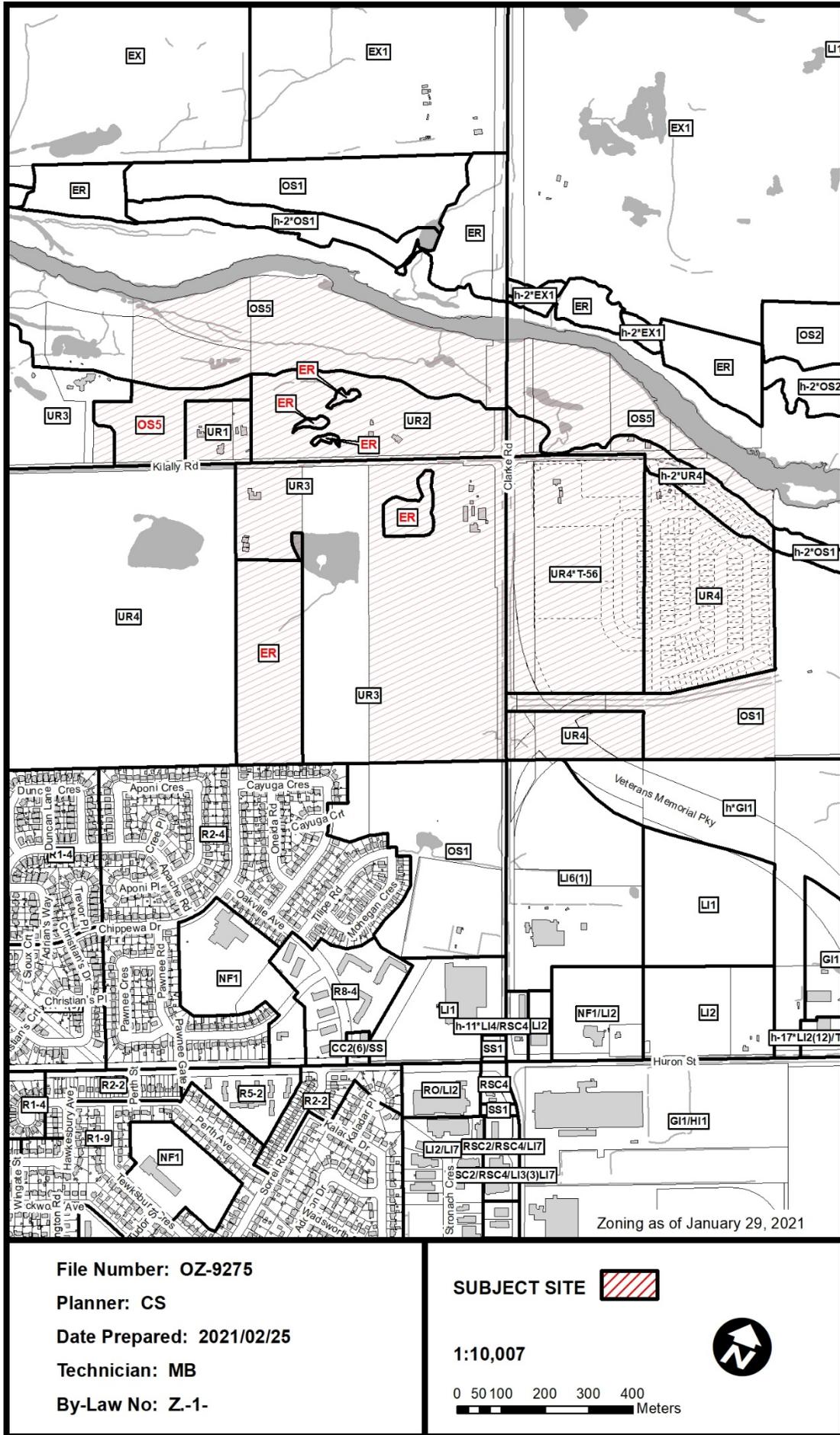
Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Zoning Amendment Map

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



Planning and Environment Committee

Report

The 7th Meeting of the Planning and Environment Committee
April 26, 2021

PRESENT: Councillors P. Squire (Chair), S. Lewis, S. Lehman, A. Hopkins, S. Hillier, Mayor E. Holder

ALSO PRESENT: M. Ribera and C. Saunders

Remote Attendance: Councillor M. Cassidy; A. Anderson, G. Barrett, M. Feldberg, P. Kokkoros, G. Kotsifas, H. Lysynski, C. Maton, H. McNeely, S. Meksula, L. Mottram, B. Page, M. Pease, J. Raycroft, C. Smith, M. Tomazincic and P. Yeoman

The meeting is called to order at 4:00 PM, with Councillor P. Squire in the Chair, Councillor 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 2.2 to 2.6, inclusive, BE APPROVED.

Yeas: (5): P. Squire, S. Lewis, S. Lehman, A. Hopkins, and S. Hillier

Motion Passed (5 to 0)

2.2 3700 Colonel Talbot Road and 3645 Bostwick Road - W-3 Farms Subdivision - Phase 1 - Special Provisions (39T-17503-1)

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 W-3 Lambeth Farms Inc., for the subdivision of lands bounded by Bostwick Road to the east and Colonel Talbot Road to the west; mid-block between Pack Road and the planned Kilbourne Road extension; it being noted that the subject sites, approximately 53.0 ha (130.9 ac) in size, are generally described as Part of Lots 74 and 75, Concession East of the North Branch of Talbot Road (Westminster):

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and W-3 Lambeth Farms Inc., for the W-3 Farms Subdivision, Phase 1 (39T-17503) appended to the staff report dated April 19, 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 April 26, 2021 as Appendix "B";

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated April 26, 2021 as Appendix "C"; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Motion Passed

2.3 3493 Colonel Talbot Road (H-9284)

Moved by: S. Lehman
Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, with respect to the application by York Developments, relating to the property located at 3493 Colonel Talbot Road, the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 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 Residential R1 Special Provision (h*h-100*R1-8(5)/R1-8(8)) Zone TO a Residential R1 Special Provision (R1-8(5)/R1-8(8)) Zone to remove the "h and h-100" holding provisions.

Motion Passed

2.4 1635 Commissioners Road East and 2624 Jackson Road - Extension of Draft Plan Approval (39T-06507)

Moved by: S. Lehman
Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, with respect to the application by Drewlo Holdings Inc., relating to the lands located at 1635 Commissioners Road East and 2624 Jackson Road, the Approval Authority BE ADVISED that the Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision SUBJECT TO the conditions appended to the staff report dated April 26, 2021 as Appendix "A" (File No. 39T-06507).

Motion Passed

2.5 2015 Shore Road - Removal of Holding Provisions (H-9251)

Moved by: S. Lehman
Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 2015 Shore Road, the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 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 Residential R6 Special Provision/ Residential R7 Special Provision (h•h-206• R6-5(42)/R7(22)• D115•H30) Zone TO a Residential R6 Special Provision/Residential R7 Special Provision (R6-5(42)/R7(22)•D115•H30) Zone to remove the h and h-206 holding provisions.

Motion Passed

2.6 3924 - 4138 Colonel Talbot Road - Heathwoods Subdivision - Phase 2 - Special Provisions (39T-12503-2)

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 Auburn Developments Inc., for the subdivision of land over situated on the east side of Colonel Talbot Road, north of Lambeth Walk, municipally known as 3924-4128 Colonel Talbot Road:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Auburn Developments Inc., for the Heathwoods Subdivision, Phase 2 (39T-12503) appended to the staff report dated April 26, 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 April 26, 2021 as Appendix "B";
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated April 26, 2021 as Appendix "C"; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

Motion Passed

2.1 420 Fanshawe Park Road East (H-9320)

Moved by: A. Hopkins
Seconded by: S. Lewis

That, on the recommendation of the Director, Development Services, with respect to the application by 2431602 Ontario Limited, relating to the property located at 420 Fanshawe Park Road East, the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 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 Residential R1 Bonus (h-5*R1-7*B42) Zone to remove the "h-5" holding provision;

it being noted that the Planning and Environment Committee reviewed and received a communication dated April 12, 2021, from F. Sun, by email. (2021-D09)

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

3.1 3rd Report of the Environmental and Ecological Planning Advisory Committee

Moved by: E. Holder

Seconded by: A. Hopkins

That, the following actions be taken with respect to the 3rd Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on April 15, 2021:

a) the 3095 Bostwick Road Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for a consideration

b) the Civic Administration BE REQUESTED to consult with the Environmental and Ecological Planning Advisory Committee (EEPAC) on the location of the proposed pathway from the storm pond to White's Bridge; it being noted that the EEPAC reviewed and received mapping from S. Levin, with respect to this matter;

c) the Civic Administration BE REQUESTED to report back at a future Planning and Environment Committee meeting with respect to the feasibility of continuing with the homeowner education package as part of Special Provisions or to replace it with a requirement to post descriptive signage describing the adjacent natural feature; it being noted that the Environmental and Ecological Planning Advisory Committee (EEPAC) was asked to undertake research on best practices of other municipalities to assist in determining the best method(s) of advising new residents as to the importance of and the need to protect, the adjacent feature; and,

d) clauses 1.1, 2.1, 2.2, 4.1 to 4.5, inclusive, BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation from S. Levin and reviewed and received aerial maps relating to these matters.

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: S. Hillier

Motion to approve the following:

“c) the Civic Administration BE REQUESTED to report back at a future Planning and Environment Committee meeting with respect to the feasibility of continuing with the homeowner education package as part of Special Provisions or to replace it with a requirement to post descriptive signage describing the adjacent natural feature; it being noted that the Environmental and Ecological Planning Advisory Committee (EEPAC) was asked to undertake research on best practices of other municipalities to assist in determining the best method(s) of advising new residents as to the importance of and the need to protect, the adjacent feature; and,”

Yeas: (6): P. Squire, S. Lewis, S. Lehman, A. Hopkins, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.2 526 Oxford Street East (OZ-9303)

Moved by: S. Lehman

Seconded by: E. Holder

That, on the recommendation of the Director, City Planning and City Planner the following actions be taken with respect to the application by 2773070 Ontario Inc. and The Corporation of the City of London, relating to the property located at 526 Oxford Street East:

a) the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 2021 to amend the Official Plan for the City of London (1989) to ADD a policy to Section 10.1.3 – "Policies for Specific Areas" to allow the site to develop with a personal service establishment with a maximum floor area of 140m²;

b) the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 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 Residential R3/Office Conversion (R3-1/OC5) Zone TO a Residential R3/ Office Conversion Special Provision (R3-1/OC5 (*) Zone;

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

it being noted that the Planning and Environment Committee reviewed and received the staff presentation with respect to 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 promotes an appropriate range and mix of uses in a settlement area;
- the recommended use 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 the development of a mix use building in the Urban Corridor Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to, Chapter 10 – Policies for Specific Areas, which allows Council to apply specific policies where the change in land use is site specific and located in an area where Council wishes to maintain the existing land use designation while allowing for a site-specific use: and,
- the recommended Zoning By-law Amendment implements an appropriate use and intensity for the site which is compatible with the surrounding area.

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. 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: E. Holder

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 1701-1737 Richmond Street (Z-9291)

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, with respect to the application by Richmond Hyland Centre Inc. c/o Westdell Development Corporation, relating to the property located at 1701-1737 Richmond Street, the proposed by-law appended to the staff report dated April 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 4, 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 Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3) Zone and an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone TO an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(_)) Zone and an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 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 recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Transit Village Place Type and Key Directions; and,

- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Enclosed Regional Commercial Node designation.

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. Lewis

Seconded by: E. Holder

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

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 4:50 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – 526 Oxford Street East (OZ-9303)

- Councillor Squire: I see Terra Nichols, you have a report. Sorry? Oh. Is there a staff report for this? Sorry, Ms. Nichols, I see you on the screen, I don't know why. You're on mute now. You're on mute. I can't hear you because you are on mute.
- Terra Nichols, Applicant: Hello.
- Councillor Squire: Are you with the applicant?
- Terra Nichols, Applicant: I am the applicant and then.
- Councillor Squire: Okay, that's fine. I was just trying to determine who you were, and I saw you on the screen, I wasn't trying to put you on the spot. Mr. Campbell, we'll come to you in a second, I want to see if there's a staff presentation.
- Terra Nichols, Applicant: Okay. No problem. Yep. Matt should be on soon.
- Councillor Squire: Staff? Okay. Thank you very much. Any technical questions only from the Committee? Councillor Hopkins.
- Councillor Hopkins: Yeah, thank you. I do have a technical question for Mr. Smith and I appreciate the update here in the presentation. The boulevard parking, I'm not exactly sure how that works. If you can sort of further explain that, when I look at the map I see there's additional parking because of that wide boulevard but is, when we, if this is approved to move forward would it be up to the applicant to proceed with the boulevard parking and is this how it is going to look like? I would just like further understanding of the extra parking that may be required.
- Craig Smith, Senior Planner: Thank you.
- Councillor Squire: Go ahead Mr. Smith.
- Craig Smith, Senior Planner: Thank you Councillor. Through you, Chair, as shown on the map that I had put in with the presentation, yes, as noted, there's the two blue spaces are the actual two spaces that are permitted right now with boulevard parking agreement with the City of London. The balance of the lands are non-conforming spaces so the request, and we're satisfied that the existing parking conditions, excluding the non-conforming conditions that are there, can accommodate parking, can accommodate the use as parking can be fronted on William Street and also alternate forms of transportation can be taken to the site but what we are suggesting is that the applicant would go and apply for boulevard parking to see if they can create more spaces in the boulevard if that's appropriate, but, if not, like I had indicated, the existing situation is, is sufficient to accommodate the proposed use.
- Councillor Squire: Thank you. Mayor Holder?
- Mayor Holder: Thanks very much Chair. I'm somewhat familiar with that area of boulevard parking insofar as our family business is at Waterloo and Oxford, just down the street, but I thought that was, if I recall, for the boulevard parking that we applied for as well, which, by the way, is a bit misleading it just means the

right from the center of the road to the property line controlled or owned by the City and you can rent that, which we did but ours was a thirty foot so I'm just trying to understand how one gets to go from thirty to forty, is that just a function of, is that a geographic designation or is it just depending on how the space is configured?

- Councillor Squire: Mr. Smith?
- Craig Smith, Senior Planner: Through you Chair, the reference to the forty meter road allowance is the actual distance from one side of the property line across the street to the other side of the property line. In the old neighbourhood, the Old North neighbourhood, was laid out with these incredibly large, at the time I think it was as the military liked it, was these wide boulevards and the boulevard is actually forty meters wide from one property line across the street to the other property line. I was referring to the size of the actual parking spaces in the boulevards themselves.
- Mayor Holder: And I understood that last point to be the case. Thank you very much for that clarity though. It isn't a function of the size of the property itself, not the, not necessarily that in one spot it's thirty, in one it's forty just by geography.
- Craig Smith, Senior Planner: Yes, that's correct. Thank you.
- Mayor Holder: Okay. That's helpful. Thank you very much Mr. Chair.
- Councillor Squire: Any other technical questions? There being none then we are going to the public and I will let the applicant speak first and Mr. Campbell, I wonder, you heard a little bit of talk about parking, so it would be wise probably to address the issue of what your client's plans are with regards to boulevard parking that has to be applied for. That would be helpful.
- Matt Campbell, Zelinka Priamo Ltd.: Sure. Thanks very much for Mr. Chair. My name is Matt Campbell and I'm with Zelinka Priamo, here on behalf of the applicant, Terra Nichols. I'm in agreement with everything that Mr. Smith has said. We have reviewed the draft by-law and are certainly in agreement with that. Certainly would encourage Planning Committee to endorse the proposal. I think we can all agree that this is a valuable and desired use along this portion of Oxford Street and I can tell you we are going to be coming in with more applications for similar type uses in the immediate area very soon. It's consistent with the direction that Council has set forward in The London Plan and we're very excited for these types of uses to be coming on board on this section of Oxford Street. In regards to the boulevard parking, what I can say is that this is an existing situation that has existed for quite some time. When my client, Terra Nichols, purchased the property, the boulevard parking was already existing. At this time there's no plans to change that, the parking situation functions well for the site and as Mr. Smith pointed out, completely sufficient for the operation of both the existing building and the building as it's proposed to be used so we don't have any concerns about the boulevard parking right now and if my client wants to take further steps and look at a different parking configuration, perhaps she may do that in the future. I don't believe that there's any proposals to do that at this time. I don't believe I have anything more to add to the discussion other than the questions that have already been asked and the information provided either by Mr. Smith. I will ask if my client Terra has anything else to add for the Committee's consideration. Now is your opportunity Terra to address the Committee and provide any other information that they wish to hear or about the use.
- Terra Nichols, Applicant: Okay. Can you hear me?

- Councillor Squire: We can hear you, but we can't see you. We could see you before, now we are just hearing you which is sufficient. That's fine.
- Terra Nichols, Applicant: Okay. I'm not sure what happened there.
- Councillor Squire: Don't worry.
- Terra Nichols, Applicant: We purchased this building six to eight months ago. My husband does Botox and filler so under medical is kind of what our real estate agent, I guess, did. We had a commercial agent, he knew we had a hair salon as well. We're a small business, we've been open three years, with Covid this has been a tough year in general but we did go through the right measures when we bought the building, we just trusted our agent and I guess should have called the City. It was our first commercial buy and we learned our lesson but it's a small business, it's our family business, we're just excited to get up and going again and we're renting a temporary location which isn't in the best neighbourhood so we're excited to move so this is a very stressful time of year with Covid and everything else but we are going to take great care of that building, you know, we've already repainted the parking lot, working on the gardens, we painted the building. We're going to be great tenants. We're just hoping that we can, you know, move forward with both of our businesses not just my husband's and that's what we had bought the business for. Hopefully you guys can allow this to go through and we will be great commercial property owners.
- Councillor Squire: Thank you very much. You're very lucky, you are proposing a development in Ward 6 which, as most of my colleagues know is the best Ward in the City of London bar none so that's a really good start overall.
- Mayor Holder: It's certainly one of 14 Chair.
- Councillor Squire: Alright. Alright. So with that we'll see if there's anybody else from the public that wants to address the Committee. Is there anyone? There doesn't appear to be anyone so I'll ask for public participation once, twice, three times. Motion to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – 1701-1737 Richmond Street (Z-9291)

- Councillor Squire: The application? Go ahead. I wonder if you could, sorry, I don't mean to interrupt, could you speak up a little bit, you're very faint right now.
- Catherine Saunders, City Clerk: Yes, that is better.
- Councillor Squire: Thank you very much. Any technical questions from the Committee? Mayor Holder.
- Mayor Holder: Thanks very much Chair. Through you to staff I've been looking at the report that's been provided and I acknowledge the building that is currently going up on that corner now and I want to confirm just because there's been a reference to Michael's retail and this food store as so I just want to clarify in my mind exactly what is going where, for example, where that food store will precisely be located is in that new development structure or will it be in the current and is there going to be some mix and move. Can you just help me with that please a little bit.
- Councillor Squire: Go ahead staff.
- Catherine Maton, Senior Planner: Through you Mr. Chair, staff is unaware at this time where the proposed food store is going to be located, perhaps the applicant will be able to address this question and provide a little more detail on where onsite the food store will be.
- Councillor Squire: That's great. I saw the applicant online a second ago or the applicant's agent. Perhaps we could get that question answered now. I think knowing where something is going to be located is technical. Highly technical.
- Mayor Holder: Highly.
- Councillor Squire: If he's not on right now Mr. Mayor would you be prepared to just revisit that with him when he comes on?
- Mayor Holder: Absolutely.
- Councillor Squire: Thank you.
- Mayor Holder: Thank you.
- Councillor Squire: Any other technical questions?
- Laverne Kirkness, Strik Baldinelli Moniz: Mr. Chair I, I, sorry I can't, I guess my camera, I can't turn my camera on but I am here.
- Councillor Squire: Okay. Did you hear the Mayor's question?
- Laverne Kirkness, Strik Baldinelli Moniz: I can say to the Mayor that we, we don't have a precise location for the food store at this point. It's not going in the new buildings that are under construction, they're already leased out. This was more of a longer-term endeavour and if we were going to look at any specific site, it could be kind of the National Sports because that's not, that's kind of a tenant that's not, maybe that's going to be replaced. We don't really have it nailed down at this point, it's kind of a longer-term investment for us.

- Mayor Holder: So to be clear from a technical standpoint, Chair, we're not talking about adding buildings beyond what are existing on the current site?
- Laverne Kirkness, Strik Baldinelli Moniz: That's correct Sir.
- Mayor Holder: That's helpful. Thank you very much. That's helpful.
- Councillor Squire: Thank you. Any further technical questions? There being none we will go to the public; we'll start with the applicant. Do you have anything you wish to say Mr. Kirkness?
- Laverne Kirkness, Strik Baldinelli Moniz: Yes Mr. Chair and thank you and members of the public. Catherine has done a bang up job on the report and it's certainly in line with what we applied for and we agree with it and we hope the Planning Committee does too so thank you very much.
- Councillor Squire: Thank you very much Mr. Kirkness. Anybody further from the public that I, it doesn't appear so so I'll just ask for public input once, twice. No input so we'll make a motion to close the public participation meeting.

Strategic Priorities and Policy Committee

Report

8th Meeting of the Strategic Priorities and Policy Committee
April 27, 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. Pelozo, A. Kayabaga, S. Hillier

ALSO PRESENT: M. Ribera, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Anderson, A. Barbon, G. Barrett, L. DaSilva (RBC Place London), K. Dickins, M. Fabro, G. Kotsifas, K. Murray, C. Saunders, K. Scherr, M. Schulthess, C. Smith, S. Stafford, J. Stanford

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, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest with item 5.1, having to do with an update on City services during COVID-19, by indicating that he is an employee of the Middlesex-London Health Unit.

2. Consent

2.1 Update – Development of the Climate Emergency Action Plan

Moved by: P. Squire

Seconded by: E. Pelozo

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer and the Managing Director, Development and Compliance Services and Chief Building Official, the staff report with respect to the development of the City's Climate Emergency Action Plan BE RECEIVED for information.

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)

3. Scheduled Items

None.

4. Items for Direction

4.1 RBC Place London – COVID-19 Financial Impacts

Moved by: S. Lehman

Seconded 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 staff report on RBC Place London COVID-19 Financial Impacts BE RECEIVED for information; and,
- b) RBC Place London BE REQUESTED to review their 10-year capital plan to re-assess priority needs and to mitigate potential capital budget requests through the 2022 Annual Budget Update process.

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)

4.2 2020 Year-End Operating Budget Monitoring Report and COVID-19 Financial Impacts

Moved by: E. Pelozza
Seconded by: S. Lewis

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 Year-End Operating Budget Monitoring Report:

- a) the 2020 Year-End Operating Budget Monitoring Report for the Property Tax Supported Budget, Water, and Wastewater & Treatment Budgets BE RECEIVED for information. An overview of the net corporate positions are outlined below:

- i) Property Tax Supported Budget surplus of \$22.3 million prior to the recommendations listed in this report and contribution to the Operating Budget Contingency Reserve, noting a balanced budget position after factoring in these items;

- ii) Water Rate Supported Budget surplus of \$5.0 million prior to the contribution to the Water Budget Contingency Reserve;

- iii) Wastewater and Treatment Rate Supported Budget surplus of \$3.9 million prior to the contribution to the Wastewater and Treatment Budget Contingency Reserve;

- b) the following contributions to reserves in accordance with Council direction from the Mid-Year Report BE RECEIVED for information, noting the contributions were endorsed as funding sources to offset potential financial impacts of COVID-19 on the City's 2021 Budget:

- i) \$12.3 million to the Operating Budget Contingency Reserve, noting the year-end contribution takes into account the contributions listed in items c) and d);

- ii) \$5.0 million to the Water Budget Contingency Reserve;

- iii) \$3.9 million to the Wastewater and Treatment Budget Contingency Reserve;

- c) the Civic Administration BE AUTHORIZED to make the following contributions from the Property Tax Supported Budget surplus:

- i) an additional \$5.0 million to the Economic Development Reserve Fund to support social and economic recovery measures, it being noted

the total 2020 contribution for these purposes would be equal to \$10.0 million;

ii) Fleet Management net operational savings of approximately \$1.5 million from the Property Tax Supported Budget be contributed to the Vehicle and Equipment Replacement Reserve Fund to offset increasing vehicle costs, and to mitigate potential near-term budget increases due to these cost pressures;

d) the following allocations from the Property Tax Supported Budget surplus BE APPROVED with respect to RBC Place London:

i) a one-time grant to support RBC Place operations for the remainder of 2021 in the amount of \$2.5 million;

ii) a one-time contribution to the RBC Place Renewal Reserve Fund to ensure funding for the current RBC Place capital plan in the amount of \$1.0 million;

e) the summary of anticipated COVID-19 impacts on the 2021 Budget BE RECEIVED for information, noting these represent updated forecasts and may vary as the impacts of the pandemic and recovery continues to dynamically evolve; and,

f) the presentation providing an overview of the 2020 Year-End Budget Monitoring and 2021 COVID-19 Impacts (Appendix "C" of the staff report dated April 27, 2021) BE RECEIVED for information;

it being noted that the reported year-end position is subject to completion of the financial statement audit; and,

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 22, 2021 from C. Butler with respect to this matter.

Voting Record:

Moved by: E. Pelosa

Seconded by: S. Lewis

Motion to approve the staff recommendation, excluding part d) i):

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 Year-End Operating Budget Monitoring Report:

a) the 2020 Year-End Operating Budget Monitoring Report for the Property Tax Supported Budget, Water, and Wastewater & Treatment Budgets BE RECEIVED for information. An overview of the net corporate positions are outlined below:

i) Property Tax Supported Budget surplus of \$22.3 million prior to the recommendations listed in this report and contribution to the Operating Budget Contingency Reserve, noting a balanced budget position after factoring in these items;

ii) Water Rate Supported Budget surplus of \$5.0 million prior to the contribution to the Water Budget Contingency Reserve;

iii) Wastewater and Treatment Rate Supported Budget surplus of \$3.9 million prior to the contribution to the Wastewater and Treatment Budget Contingency Reserve;

b) the following contributions to reserves in accordance with Council direction from the Mid-Year Report BE RECEIVED for information, noting the contributions were endorsed as funding sources to offset potential financial impacts of COVID-19 on the City's 2021 Budget:

i) \$12.3 million to the Operating Budget Contingency Reserve, noting the year-end contribution takes into account the contributions listed in items c) and d);

ii) \$5.0 million to the Water Budget Contingency Reserve;

iii) \$3.9 million to the Wastewater and Treatment Budget Contingency Reserve;

c) the Civic Administration BE AUTHORIZED to make the following contributions from the Property Tax Supported Budget surplus:

i) an additional \$5.0 million to the Economic Development Reserve Fund to support social and economic recovery measures, it being noted the total 2020 contribution for these purposes would be equal to \$10.0 million;

ii) Fleet Management net operational savings of approximately \$1.5 million from the Property Tax Supported Budget be contributed to the Vehicle and Equipment Replacement Reserve Fund to offset increasing vehicle costs, and to mitigate potential near-term budget increases due to these cost pressures;

d)

ii) a one-time contribution to the RBC Place Renewal Reserve Fund to ensure funding for the current RBC Place capital plan in the amount of \$1.0 million;

e) the summary of anticipated COVID-19 impacts on the 2021 Budget BE RECEIVED for information, noting these represent updated forecasts and may vary as the impacts of the pandemic and recovery continues to dynamically evolve; and,

f) the presentation providing an overview of the 2020 Year-End Budget Monitoring and 2021 COVID-19 Impacts (Appendix "C" of the staff report dated April 27, 2021) BE RECEIVED for information; it being noted that the reported year-end position is subject to completion of the financial statement audit; and, it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 22, 2021 from C. Butler with respect to this matter.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

Moved by: E. Pelozza

Seconded by: S. Lewis

Motion to approve part d) i) of the staff recommendation:

d) the following allocations from the Property Tax Supported Budget surplus BE APPROVED with respect to RBC Place London:

i) a one-time grant to support RBC Place operations for the remainder of 2021 in the amount of \$2.5 million;

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

Nays: (1): P. Van Meerbergen

Absent: (1): A. Kayabaga

Motion Passed (13 to 1)

4.3 2020 Year-End Capital Budget Monitoring Report and COVID-19 Financial Impacts

Moved by: E. Pelozza

Seconded 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 2020 Year-End Capital Budget Monitoring Report:

a) it BE NOTED that the City Treasurer, or designate, will undertake the housekeeping budget adjustments identified in the staff report dated April 27, 2021, in accordance with the Multi-Year Budget Policy adopted by By-law No. CPOL.-45-241;

b) the following actions be taken with respect to the completed capital projects identified in Appendix "C", as appended to the above-noted report, which have a total of \$14.4 million of net surplus funding:

i) the capital projects included in Appendix "C" BE CLOSED;

ii) the following actions be taken with respect to the funding associated with the capital projects approved for closure in c) i), above:

Rate Supported

A) pay-as-you-go funding of \$213 thousand BE TRANSFERRED to capital receipts;

B) authorized debt financing of \$2.5 million BE RELEASED resulting in a reduction of authorized, but unissued debt;

C) uncommitted reserve fund drawdowns of \$5.2 million BE RELEASED back into the reserve funds which originally funded the projects;

Non-Rate Supported

D) authorized debt financing of \$2.7 million BE RELEASED resulting in a reduction of authorized, but unissued debt;

E) uncommitted reserve fund drawdowns of \$2.8 million BE RELEASED back into the reserve funds which originally funded the projects; and,

F) other net non-rate supported funding sources of \$883 thousand BE ADJUSTED in order to facilitate project closings.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

4.4 Greater London International Airport Authority (GLIAA) Board of Directors

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That the communication dated April 8, 2021 from Michelle T. Faysal, Chair, Board of Directors, Greater London International Airport Authority (GLIAA) BE RECEIVED and the GLIAA BE AUTHORIZED to leave the aforementioned position vacant while undertaking a review of the size and composition of the board.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) COVID-19 – City of London Services Update (Spring/Summer 2021)

Moved by: S. Lehman

Seconded by: J. Morgan

That, on the recommendation of the City Manager, the staff report dated April 27, 2021, entitled “Covid-19 – City of London Services Update (Spring/Summer 2021)”, BE RECEIVED for information.

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

Recuse: (1): S. Turner

Absent: (1): A. Kayabaga

Motion Passed (13 to 0)

6. Adjournment

Moved by: P. Van Meerbergen

Seconded by: S. Lehman

That the meeting adjourn.

Motion Passed

The meeting adjourned at 5:52 PM.

May 3, 2021

The Mayor and Members of Council:

Re: Proclamation – Day of Action Against Anti-Asian Racism – May 10, 2021

The Stop Asian Hate London organization submitted the attached “Proclamation Request Form” on May 2, 2021 in support of their request for the Municipal Council to proclaim May 10, 2021 “Day of Action Against Anti-Asian Racism”. Given the time sensitivity of this request, I am seeking support of the following emergent motion.

Leave

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce the following emergent motion related to a request for support from Councillor Maureen Cassidy of the application from Stop Asian Hate London, submitted on May 2, 2021, to proclaim May 10, 2021 “Day of Action Against Anti-Asian Racism”.

Emergent Motion

That, notwithstanding Council Policy “Issuance of Proclamations Policy” which requires requests for proclamations to be submitted at least six (6) weeks in advance of the requested issuance dates, that based on the application dated May 2, 2021 from Stop Asian Hate London, May 10, 2021 BE PROCLAIMED “Day of Action Against Anti-Asian Racism” day.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Maureen Cassidy', written in a cursive style.

Maureen Cassidy
Councillor, Ward 5



London
CANADA

Issuance of Proclamations Policy

Policy Name: Issuance of Proclamations Policy

Legislative History: Adopted September 19, 2017 (By-law No. CPOL.-115-367);
Amended July 24, 2018 (By-law No. CPOL.-115(a)-418)

Last Review Date: January 6, 2020

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy sets out the requirements for the issuance of proclamations.

2. Definitions

2.1 Not applicable.

3. Applicability

3.1 This policy shall apply to any request for the issuance of proclamations on behalf of the City of London.

4. The Policy

4.1. Proclamations are ceremonial documents issued and signed by the Mayor on behalf of City of London Council that officially recognizes public awareness campaigns; charitable fundraising campaigns; and arts and cultural celebrations of organizations that reside/operate within the City of London. The requester must clearly identify the significance and connection of the proclamation to the mandate and goals as set out in the City of London's Strategic Plan. A proclamation does not constitute a personal or civic endorsement.

Application Process

- a) Proclamations requests are to be submitted on the City of London Application form to the City Clerk's Office at least six (6) weeks in advance of the requested issuance date.
- b) The Application must provide sufficient background information about the organization, cause or event being proclaimed and the proposed text for inclusion in the proclamation. The proposed text is subject to approval by the City of London to ensure compliance with City of London's policies and by-laws.
- c) Upon receipt of the Application, the City Clerk's Office will review the Application in accordance with this Policy and if the Application appears to be in compliance with the Policy, the Application will be placed on the next available Corporate Services Committee meeting for consideration.
- d) The Corporate Services Committee will review the Application and provide a recommendation to the Municipal Council for consideration with respect to the disposition of the Applications.

Administration of Policy:

- e) The cause or event must contribute to the economic, social and cultural fabric of the City of London.
- f) Repeat requests must be submitted on an annual basis.
- g) An organization may request one proclamation per calendar year.
- h) Organization do not have exclusive rights to the day, week, or month being proclaimed.
- i) Proclamations of a similar topic will be issued on a first come first served basis.
- j) The City of London will not incur any expenses relating to the advertising or promotion of a proclamation. Recipients are responsible for the promotion of the proclamation, organization of related activities and for all associated costs.
- k) Proclamations will not be issued for:
 - Matters of political controversy, ideological or religious beliefs or individual conviction.
 - Events or organizations with no direct connection to the City of London.
 - Campaigns or events contrary to City of London policies or by-laws.
 - National, Independence or Republic Days.
 - Campaign or events intended for profit-making purposes.
 - Recognition of individuals.
 - Recognition of events or organizations that espouse discrimination, hatred, violence or racism.
 - Matters attempting to influence government policy.
 - Matters designed to incite hatred or disorder.
- l) The City of London reserves the right to refuse to issue a proclamation.

Proclamation Request Form

Requests for the issuance of proclamations are governed by Council Policy (excerpted below). Requests must be received at least six (6) weeks in advance of the requested issuance date and may be emailed to the City Clerk at ClerksApprovalRequests@london.ca or mailed to City Hall, P.O. Box 5035 LONDON, ON, N6A 4L9.

Request details

Name of Organization Stop Asian Hate London
Date Proclamation Required May 10, 2021
Proclamation Name Day of Action Against Anti-Asian Racism
Proclamation Type (day, week or month) Day
Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations) Public Awareness
Requester Name Teigan Elliott
Requester Telephone Number
Requester Email Address
Requester Address Meridene Cres
Provide details of your Organization's Connection to London Founded and based in London
Required Supporting Documents <ul style="list-style-type: none">• Detail information on the Organization• Detail information on the Event• Confirmation of authorization from the Organization to submit the request
The undersigned confirms that I am the Official Representative of the Organization requesting the Proclamation and that by signing this Application, I acknowledge and agree that my organization complies with all City of London's Policies and By-laws
Signature  Date May 2/2021
NOTICE OF COLLECTION OF PERSONAL INFORMATION
Personal information collected on this form is collected under the authority of the <i>Municipal Act, 2001, S.O. 2001, c. 25</i> and may also be used for purposes related to the Issuance of Proclamations Policy and Proclamation Request Form. Questions about this collection should be addressed to the City Clerk, 3rd floor, City Hall, 300 Duffenn Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: csaunders@london.ca

Stop Asian Hate London

Stop Asian Hate London is a recently founded initiative in London with the purpose of educating Londoners about anti-Asian racism, Asian history, and Asian cultures, and encouraging allies to be anti-racist in their day-to-day lives. It also aims to bring Asians in London together, which post-pandemic would be achieved through cultural events.

Stop Asian Hate London is run by a team of four women of Asian heritage, who conduct research and prepare content to be shared on social media. Teigan Elliott, Ayeza Tahir, and Erika Juhasz co-organized the “Stop Asian Hate Vigil & Rally” which took place on March 26th, 2021, and was attended virtually by hundreds of Londoners. The vigil and rally marked the beginning of the team’s vision for *Stop Asian Hate London*.

Day of Action Against Anti-Asian Racism

This day of action, which would take place during Asian and Pacific Islander Heritage Month, would serve as a public acknowledgement from city officials that anti-racism work is a priority, and as an opportune date for Asian Canadian activism work. It would enable activists to organize events such as workshops, celebrations, discussions, etc., for Asians and non-Asians alike to come together, and would allow for better cohesion among Asian Canadians across different cities in Canada. A day of action would symbolize that in the midst of an epidemic of anti-Asian hate and racism, the city supports its Asian population.

Confirmation of Authorization from Organization

As one of the founders and lead organizers of *Stop Asian Hate London*, I, Teigan Elliott, confirm that our organization authorizes the submission of our request for a Day of Action in London, Ontario.

From: Teigan Elliott
Sent: Sunday, May 2, 2021 11:53 PM
To: Saunders, Cathy <csaunder@london.ca>; Cassidy, Maureen <mcassidy@london.ca>
Subject: [EXTERNAL] Day of Action Proclamation Request

Dear Mayor Holder,

I am writing today to ask your council to consider proclaiming May 10, 2021, as the “Day of Action Against Anti-Asian Racism”- a nationwide movement that was initiated by a group of grassroots activists in Burnaby, BC.

[Stand With Asians Coalition \(SWAC\)](#) is a community of people in Canada who are concerned about the surge of anti-Asian racism in our cities. Vancouver has seen a staggering increase of over 700%, Burnaby - 350% increase, and Ottawa - 600% increase in 2020. A recent federally-funded study reported 1150 cases of racist attacks in Canada last year. Forty percent were reported in Ontario and forty-four percent were reported in B.C. Sixty percent of the cases were reported by women.

[Stand With Asians Coalition](#) brings allies together to raise awareness and to combat anti-Asian racism. We must condemn all forms of hate in public spaces as it creates unsafe conditions for members of the Asian, Black, Indigenous, People of Colour, and Racialized Communities.

We at [Stop Asian Hate London](#) understand that the usual time required for a proclamation is 6 weeks, but were only made aware of this initiative last week. Regardless, due to the urgent nature of anti-Asian racism in Ontario, we hope that you hear this request and consider joining the many other cities across Canada in proclaiming May 10, 2021 as the “Day of Action Against Anti-Asian Racism.”

Additionally, right now is a crucial time for Asian Canadians in London to feel supported by the City. Many Londoners were disappointed by the City’s response to the Stop Asian Hate Vigil & Rally, and I believe that this is an opportunity to demonstrate that the City does stand with them.

May is Asian Heritage Month. The City of Burnaby is the first city in Canada that has officially made a proclamation, declaring May 10, 2021, as the “Day of Action Against Anti-Asian Racism”. Vancouver, Surrey, Port Moody, Port Coquitlam, Richmond, the District of Missions, Oshawa, West Elgin, Toronto, and Ottawa, are just some of the growing number of cities in the process of considering a similar proclamation.

Stand with the Asian communities of London, Ontario.

Sincerely,

Teigan Elliott

Bill No. 176
2021

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 4th day of May,
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 May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 177
2021

By-law No. A.-_____ -_____

A by-law setting tax ratios for property classes
in 2021.

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

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

2021 MUNICIPAL TAX RATIO BY-LAW

1. The tax ratios as set out in column 3 of Schedule "A" of this by-law are hereby established for 2021 taxation.

Definitions - Realty Tax Classes and Realty Tax Qualifiers

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

Administration of By-law

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

Commencement

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

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

SCHEDULE "A"
By-law No.

MUNICIPAL TAX RATIOS

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2021 TAX RATIOS
com taxable farmland 1	c1n	0.750000
com taxable farmland 2	c4n	1.910000
Commercial small scale on farm	C7n	1.910000
commercial taxable – hydro	chn, xhn	1.910000
commercial taxable vacant - hydro	cjn, xjn	1.910000
commercial taxable - excess - hydro	ckn, xkn	1.910000
commercial taxable tenant of Province	cpn, xpn	1.910000
com taxable	ctn, xtn	1.910000
com taxable excess land	cun, xun	1.910000
com taxable vacant land	cxn, xxn	1.910000
office bldg taxable – hydro	dhn	1.910000
office bldg taxable	dtn, ytn	1.910000
office bldg taxable excess land	dun, yun	1.910000
farmland taxable fp	ffp	0.102820
farmland taxable fs	ffs	0.102820
farmland taxable no support	Ftn	0.102820
farmland taxable ep	ftep	0.102820
farmland taxable es	ftes	0.102820
parking lot taxable	Gtn	1.910000
industrial taxable farmland 1	i1n	0.750000
industrial taxable farmland 2	i4n	1.910000
industrial taxable – hydro	ihn, Jhn, isn	1.910000
industrial taxable-hydro- excess land	ikn, Jkn	1.910000
industrial taxable	itn, Jtn	1.910000
industrial taxable excess land	iun, Jun	1.910000
industrial taxable vacant land	ixn, Jxn	1.910000
large industrial taxable	Ltn, ktn	1.910000
large industrial excess land	Lun, kun	1.910000
multi-res taxable farmland 1 ns	m1n	0.750000
multi-res taxable farmland 1 ep	m1ep	0.750000
multi-res taxable farmland 1 es	m1es	0.750000
multi-res taxable farmland 1 fp	m1fp	0.750000
multi-res taxable farmland 1 fs	m1fs	0.750000
multi-res taxable farmland 2 ep	m4ep	1.711880
multi-res taxable fp	mtfp	1.711880
multi-res taxable fs	mtfs	1.711880
multi-res taxable ep	mtep	1.711880
multi-res taxable es	mtes	1.711880
multi-res taxable n	mtn	1.711880
pipeline taxable	ptn	1.713000
res/farm taxable 1 fp	r1fp	0.750000
res/farm taxable 1 fs	r1fs	0.750000
res/farm taxable farmland 1 ep	r1ep	0.750000
res/farm taxable farmland 1 es	r1es	0.750000
res/farm taxable farmland 2 ep	r4ep	1.000000
res/farm taxable -hydro fp	rhfp	1.000000
res/farm taxable-hydro fs	rhfs	1.000000
res/farm taxable-hydro ep	rhep	1.000000
res/farm taxable-hydro es	rhes	1.000000
res/farm taxable fp	rtfp	1.000000

**SCHEDULE "A" CONTINUED
By-law No.**

MUNICIPAL TAX RATIOS

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2021 TAX RATIOS
res/farm taxable fs	rtfs	1.000000
res/farm taxable ns	rtn	1.000000
res/farm taxable ep	rtep	1.000000
res/farm taxable es	rtes	1.000000
shopping centre taxable	stn, ztn	1.910000
shopping centre excess land	sun, zun	1.910000
managed forest taxable fp	Ttfp	0.250000
managed forest taxable fs	tfs	0.250000
managed forest taxable ep	ttep	0.250000
managed forest taxable es	ttes	0.250000
Landfill taxable	ht	2.959453
New multi-residential taxable	nt	1.000000

**SCHEDULE “B”
By-law No.**

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

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

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

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

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

Bill No. 178
2021

By-law No. A.-_____ - ____

A by-law levying tax rates for property classes
in 2021.

WHEREAS in accordance with section 290 of the *Municipal Act, 2001*, as amended, Council has adopted estimates of all sums required during 2021 for the purposes of the municipality, including among other things a sum sufficient to pay all debts of the Corporation falling due within the year, any amount required to be raised for sinking funds, the cost of collection, abatement of and discount on taxes, uncollectible taxes and taxes that it is estimated will not be collected during the year, and reserves;

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

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

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

2021 MUNICIPAL RATE BY-LAW

2021 Levies

1. The tax rates set out in column 4 of Schedule "A" of this by-law are hereby levied in 2021 for the 2021 general local municipality levy on all of the assessment.

Definitions - Realty Tax Classes and Realty Tax Qualifiers

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

Tax on Certain Institutions

3. A tax or other amount payable on the 1st day of July, 2021, is hereby levied upon every university, college, institution, school, hospital or other facility described in section 323 of the *Municipal Act, 2001*, as amended, at the maximum rate for each student, place or bed, as the case may be, under that section.

Administration of By-law

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

carry out fully the provisions of this by-law.

Commencement

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

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

SCHEDULE "A"
By-law No.

Municipal Tax Rates

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2021 TAX RATIOS	YEAR 2021 GENERAL TAX RATE
com taxable farmland 1	c1n	0.750000	0.926462%
com taxable farmland 2	c4n	1.910000	2.359391%
commercial small scale on farm business	c7n	1.910000	2.359391%
commercial taxable - hydro	chn, xhn	1.910000	2.359391%
commercial taxable vacant -hydro	cjn, xjn	1.910000	2.359391%
commercial taxable - excess - hydro	ckn, xkn	1.910000	2.359391%
commercial taxable tenant of Province	cpn, xpn	1.910000	2.359391%
commmercial taxable	ctn, xtn	1.910000	2.359391%
commercial taxable excess land	cun, xun	1.910000	2.359391%
commercial taxable vacant land	cxn, xxn	1.910000	2.359391%
office bldg taxable - hydro	dhn, yhn	1.910000	2.359391%
office bldg taxable	dtn, ytn	1.910000	2.359391%
office bldg taxable excess land	dun, yun	1.910000	2.359391%
farmland taxable fp	ffp	0.102820	0.127012%
farmland taxable fs	ffs	0.102820	0.127012%
farmland taxable no support	ftn	0.102820	0.127012%
farmland taxable ep	ftep	0.102820	0.127012%
farmland taxable es	ftes	0.102820	0.127012%
parking lot taxable	gtn	1.910000	2.359391%
industrial taxable farmland 1	i1n	0.750000	0.926462%
industrial taxable farmland 2	i4n	1.910000	2.359391%
industrial taxable - hydro	ihn, jhn	1.910000	2.359391%
industrial generating station	isn	1.910000	2.359391%
industrial taxable - hydro- el	ikn, jkn	1.910000	2.359391%
industrial taxable	itn, jtn	1.910000	2.359391%
industrial taxable excess land	iun, jun	1.910000	2.359391%
industrial taxable vacant land	ixn, jxn	1.910000	2.359391%
large industrial taxable	Ltn, ktn	1.910000	2.359391%
large industrial excess land	Lun, kun	1.910000	2.359391%
multi-res taxable farmland 1 ns	m1n	0.750000	0.926462%
multi-res taxable farmland 1 ep	m1ep	0.750000	0.926462%
multi-res taxable farmland 1 es	m1es	0.750000	0.926462%
multi-res taxable farmland 1 fp	m1fp	0.750000	0.926462%
multi-res taxable farmland 1 fs	m1fs	0.750000	0.926462%
multi-res taxable farmland 2 ep	m4ep	1.711880	2.114656%
multi-res taxable fp	mtfp	1.711880	2.114656%
muti-res taxable fs	mtfs	1.711880	2.114656%
multi-res taxable ep	mtep	1.711880	2.114656%
multi-res taxable es	mtes	1.711880	2.114656%
multi-res taxable n	mtn	1.711880	2.114656%
new multi-res taxable ntfp	ntfp	1.000000	1.235283%
new multi-res taxable ntfs	ntfs	1.000000	1.235283%
new multi-res taxable ntep	ntep	1.000000	1.235283%
new multi-res taxable ntes	ntes	1.000000	1.235283%
new multi-res taxable ntn	ntn	1.000000	1.235283%
pipeline taxable	ptn	1.713000	2.116040%
res/farm taxable 1 fp	r1fp	0.750000	0.926462%
res/farm taxable 1 fs	r1fs	0.750000	0.926462%
res/farm taxable farmland 1 ep	r1ep	0.750000	0.926462%
res/farm taxable farmland 1 es	r1es	0.750000	0.926462%
res/farm taxable farmland 2 ep	r4ep	1.000000	1.235283%
res/farm taxable -hydro fp	rhfp	1.000000	1.235283%
res/farm taxable-hydro fs	rhfs	1.000000	1.235283%
res/farm taxable-hydro ep	rhep	1.000000	1.235283%
res/farm taxable-hydro es	rhes	1.000000	1.235283%

SCHEDULE "A" Cont'd
By-law No.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2021 TAX RATIOS	YEAR 2021 GENERAL TAX RATE
res/farm taxable fp	rtp	1.000000	1.235283%
res/farm taxable fs	rtps	1.000000	1.235283%
res/farm taxable ns	rtn	1.000000	1.235283%
res/farm taxable ep	rtep	1.000000	1.235283%
res/farm taxable es	rtes	1.000000	1.235283%
shopping centre taxable	stn, ztn	1.910000	2.359391%
shopping centre excess land	sun, zun	1.910000	2.359391%
managed forest taxable fp	tftp	0.250000	0.308821%
managed forest taxable fs	ttps	0.250000	0.308821%
managed forest taxable ep	ttep	0.250000	0.308821%
managed forest taxable es	ttes	0.250000	0.308821%
landfill taxable	ht	2.959453	3.655762%

SCHEDULE "B"
By-law No.

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

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

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

Bill No. 179
2021

By-law No. A.-_____ - _____

A by-law levying rates for 2021 for school purposes in the City of London.

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

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

2021 SCHOOL RATE BY-LAW

School Rates

1. The rates set out in column 3 of Schedule “A” of this by-law are hereby levied for 2020 upon all the property rateable for school purposes in the City of London.

Definitions - Realty Tax Classes and Realty Tax Qualifiers

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

Administration of By-law

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

Commencement

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

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – May 4, 2021
Second reading – May 4, 2021
Third reading – May 4, 2021

SCHEDULE "A"
By-law No.

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2021 EDUCATION TAX RATE
com taxable farmland 1	c1n	0.114750%
com taxable farmland 2	c4n	0.880000%
commercial small scale on farm business	c7n	0.220000%
commercial taxable - hydro	chn, xhn	1.250000%
commercial taxable vacant -hydro	cjn, xjn	1.250000%
commercial taxable - excess - hydro	ckn, xkn	1.250000%
commercial taxable tenant of Province	cpn, xpn	0.880000%
commmercial taxable	ctn, xtn	0.880000%
commercial taxable excess land	cun, xun	0.880000%
commercial taxable vacant land	cxn, xxn	0.880000%
office bldg taxable - hydro	dhn, yhn	1.250000%
office bldg taxable	dtn, ytn	0.880000%
office bldg taxable excess land	dun, yun	0.880000%
farmland taxable fp	fffp	0.038250%
farmland taxable fs	fffs	0.038250%
farmland taxable no support	ftn	0.038250%
farmland taxable ep	ftep	0.038250%
farmland taxable es	ftes	0.038250%
parking lot taxable	gtn	0.880000%
industrial taxable farmland 1	i1n	0.114750%
industrial taxable farmland 2	i4n	0.880000%
industrial taxable - hydro	ihn, jhn	1.250000%
industrial generating station	isn	1.250000%
industrial taxable - hydro- el	ikn, jkn	1.250000%
industrial taxable	itn, jtn	0.880000%
industrial taxable excess land	iun, jun	0.880000%
industrial taxable vacant land	ixn, jxn	0.880000%
large industrial taxable	Ltn, ktn	0.880000%
large industrial excess land	Lun, kun	0.880000%
multi-res taxable farmland 1 ns	m1n	0.114750%
multi-res taxable farmland 1 ep	m1ep	0.114750%
multi-res taxable farmland 1 es	m1es	0.114750%
multi-res taxable farmland 1 fp	m1fp	0.114750%
multi-res taxable farmland 1 fs	m1fs	0.114750%
multi-res taxable farmland 2 ep	m4ep	0.153000%
multi-res taxable fp	mtfp	0.153000%
muti-res taxable fs	mtfs	0.153000%
multi-res taxable ep	mtep	0.153000%
multi-res taxable es	mtes	0.153000%
multi-res taxable n	mtn	0.153000%
new multi-res taxable ntfp	ntfp	0.153000%
new multi-res taxable ntfs	ntfs	0.153000%
new multi-res taxable ntep	ntep	0.153000%
new multi-res taxable ntes	ntes	0.153000%
new multi-res taxable ntn	ntn	0.153000%
pipeline taxable	ptn	0.880000%
res/farm taxable 1 fp	r1fp	0.114750%
res/farm taxable 1 fs	r1fs	0.114750%
res/farm taxable farmland 1 ep	r1ep	0.114750%
res/farm taxable farmland 1 es	r1es	0.114750%
res/farm taxable farmland 2 ep	r4ep	0.153000%
res/farm taxable -hydro fp	rhfp	0.153000%
res/farm taxable-hydro fs	rhfs	0.153000%
res/farm taxable-hydro ep	rhep	0.153000%
res/farm taxable-hydro es	rhes	0.153000%

SCHEDULE "A" cont'd
By-law No.

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2021 EDUCATION TAX RATE
res/farm taxable fp	rtp	0.153000%
res/farm taxable fs	rtps	0.153000%
res/farm taxable ns	rtn	0.153000%
res/farm taxable ep	rtep	0.153000%
res/farm taxable es	rtes	0.153000%
shopping centre taxable	stn, ztn	0.880000%
shopping centre excess land	sun, zun	0.880000%
managed forest taxable fp	tftp	0.038250%
managed forest taxable fs	ttps	0.038250%
managed forest taxable ep	ttep	0.038250%
managed forest taxable es	ttes	0.038250%
landfill taxable	ht	0.880000%

SCHEDULE “B”

By-law No.

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

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

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

Bill No. 180
2021

By-law No. A.- _____ - ____

A by-law to approve and authorize the Fire Safety Grant Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshal (the "Province") and The Corporation of the City of London (the "Recipient").

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

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

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

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

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to enter into the Fire Safety Grant Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Office of the Fire Marshall (the "Province");

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

1. The Fire Safety Grant Transfer Payment Agreement (the "Agreement") between Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshal (the "Province") and The Corporation of the City of London (the "Recipient"), substantially in the form attached as Schedule 1 to this by-law, is authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement in section 1, above.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to approve and execute any further Amendments to the Agreement if the Amendments are substantially in the form of the Agreement, approved in section 1, above.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
5. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule 1

FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the Click or tap here to enter text. day of Choose an item., 20Click or tap here to enter text. (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

THE CORPORATION OF THE CITY OF LONDON

(the “**Recipient**”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
 - Schedule “B” - Project Specific Information and Additional Provisions
 - Schedule “C” - Project
 - Schedule “D” - Budget
 - Schedule “E” - Reports, and
- any amending agreement entered into as provided for in section 3.1,

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

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

- (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Office of the Fire
Marshal**

Click or tap here to enter text.

Date

Signature: _____
Name: Douglas Browne
Title: Deputy Fire Marshal

THE CORPORATION OF THE CITY OF LONDON

Click or tap here to enter text.

Date

Signature: _____
Name: Click or tap here to enter text.
Title: Click or tap here to enter text.

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 DEFINITIONS

A1.1 Definitions. In the Agreement, the following terms will have the following meanings:

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

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

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

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

“**Event of Default**” has the meaning ascribed to it in section A12.1.

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

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

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

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

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

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

“**Notice Period**” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

“**Parties**” means the Province and the Recipient.

“**Party**” means either the Province or the Recipient.

“**Project**” means the undertaking described in Schedule “C”.

“**Reports**” means the reports described in Schedule “E”.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;

- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Governance. The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A6.0 REPORTING, ACCOUNTING AND REVIEW

A6.1 Preparation and Submission. The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 Record Maintenance. The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.0 INDEMNITY

A8.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A9.0 INSURANCE

A9.1 Recipient’s Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule “B” per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under,

or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

A9.2 **Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A10.1 **Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A10.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A10.3 **When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A13.0 NOTICE

A13.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A15.0 INDEPENDENT PARTIES

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

A17.0 GOVERNING LAW

A17.1 **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.

A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A18.1 **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.

A19.0 SURVIVAL

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

- END OF GENERAL TERMS AND CONDITIONS –

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$99,200.00
Expiry Date	August 1, 2021
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Address: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

(None)

SCHEDULE “C” PROJECT

The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.

Instructions:

1. Please ensure that all fields are completed as part of this grant application form.
2. If you require more space, please adjust the text boxes as needed.
3. If you wish to split the grant between supporting training and supporting a virtual inspection program to enhance your existing in-person inspection program, please complete both sections below.
4. Please email completed application to ofm@ontario.ca
5. **Applications must be received no later than 1700hrs on March 19, 2021.**
6. If you have any questions, please contact your Fire Protection Adviser.

Name of Municipality	City of London
Name of Fire Department	London Fire Department
Municipal Mailing Address	P.O. Box 5035, City Hall, 300 Dufferin Avenue London, ON N6A 4L9
Name of Fire Chief	Lori Hamer
Email Address for Fire Chief	lhamer@london.ca
Fire Safety Grant Allocation Amount	\$99,200.00

For those departments who wish to use the grant to support training, please provide a brief description of how the grant will be allocated, including the dollar amount. Please provide a brief overview of the training being provided, mode of delivery (online, Regional Training Centre, Learning Contract, other) and estimated timelines for completion. Please refer to the Fire Marshal Memo issued on March 11th, 2021 for additional information regarding eligible expenses. Please add extra lines to expand the text box below, if needed.

<i>Through Learning Contracts, the City of London elects to utilize the grant money in the following training initiatives:</i>			
1. Fire Investigator NFPA 1033 certified training.			
<i>For this specific and specialized training, the City of London Fire Department relied on other training locations, such as the Ontario Fire College in the past. Under a Learning Contract and with the expended funds this specialized training can be done locally. While the initial training will be done under a Learning Contract it is the ambition of the London Fire Department to become a Regional Training Centre. To accomplish this task the following expenses are required so that the appropriate props and equipment are in place:</i>			
Sea container 40 foot High cube	1	\$3,750.00	\$3,750.00
Sea container 40 reg	1	\$3,900.00	\$3,900.00
Lumber	1	\$4,000.00	\$4,000.00
Modifications of Sea containers	1	\$25,000.00	\$25,000.00
Shipping of sea containers	1	\$2,500.00	\$2,500.00
Total			\$39,150.00
2. Hazardous Material NFPA 1072 certified training.			
<i>For this specific and specialized training, the City of London has conducted in-house training in the past with the assistance of outside agencies. With the updated endorsed provincial program London Fire will ensure all Hazmat Team Technicians become certified. While the initial training will</i>			

be done under a Learning Contract it is the ambition of the London Fire Department to become a Regional Training Centre. To accomplish this task the following expenses are required so that the appropriate props and equipment are in place:

Chlorine		
“A-1” Kit	\$2,545.00	
“C” Kit	\$2,995.00	
Leak Control Kit with offset T patches “A-1”	\$900.00	
Over Pack Drums	\$92.00	
Sealing Plug & Wedge Kits	\$300.00	
Tank Truck Rollover Simulator	\$7,200.00	
Grounding & Bonding Kit	\$1,015.00	
Ground Clamps	\$30.00	
Drain Covers/Seals	\$200.00	
Hazmat Absorbent pads (box 10)	\$110.00	
HMH Sked	\$355.00	
Disinfectant Fogger & Disinfectant	\$1,500.00	
Level “B” suits	\$78.00	
Chem Tape	\$40.00	
Non-Sparking 16 piece tool kit	\$1,640.00	
Bung Wrench (Drum wrench)	\$50.00	
Non-Sparking shovel & tools	\$1,000.00	
ABS piping (for overflow/underflow)	\$100.00	
Absorbent socks and bears 12’	\$100.00	
Pipe and Valve training prop	\$2,000.00	
	\$22,250.00	USD
Total	\$27,711.53	CAD

3. Vehicle Rescue NFPA 1006 Chapter 8

For this specific and specialized training, the City of London will utilize the newly drafted Provincial Program developed in conjunction with the Urban 12 team. While the initial training will be done under a Learning Contract it is the ambition of the London Fire Department to become a Regional Training Centre. To accomplish this task the following expenses are required so that the appropriate equipment is in place:

Longshore strut 304	2	
Longshore strut 406	2	
Longshore strut 610	2	
Longshore 235 Extension	3	
Longshore 435 Extension	3	
V Base	4	
Contour Base	4	
Multi Base	4	
Hinged Base Plate w/Anchor Ring	6	
Chain 20 ft	2	
Ratchet Belt w/Finger Hook 27 ft	6	
Tie Down Keys w/ J Hook	4	
Non Slip neopren Pad	2	\$27,060.00
Strut Stabilizer, Supporter X2 w/Extension, Anchor Ring	2	\$4,800.00
Strap, RSS Carrying	2	\$190.00
Tie Down Keys with J Hook	2	\$120.00
Total		\$32,170.00

For those departments who wish to use the grant to support a virtual inspection program to enhance your existing in-person inspection program, please provide a brief description of how the grant will be allocated, including the dollar amount. Please provide a brief overview of the compliance activities and how it will be administered at the department level, including potential rollout. Please refer to Fire Marshal Memo issued on March 11th, 2021 for additional information regarding eligible expenses. Please add extra lines to expand the text box below, if needed.

Name of Application Submitter	Lori Hamer – London Fire Department
Title	Fire Chief
Signature	
Date	March 16, 2021

SCHEDULE "D"
BUDGET

Funding will be provided to the THE CORPORATION OF THE CITY OF LONDON upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

SCHEDULE "E"
REPORTS

As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

Bill No. 181
2021

By-law No. A-54-21_____

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”.

WHEREAS section 434.1 of the Municipal Act and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019 passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to contraventions of designated by-laws under the Administrative Monetary Penalty System By-Law;

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

1. That Schedule “A-1” of By-law No. A-54 be amended to include the following by-laws:
 - Pit Bull Dog Licensing By-law PH-12;
 - Animal Control By-law PH-3;
 - Dog Licensing and Control By-law PH-4;
 - Dog Off-leash Areas By-law PH-7;
 - Fence By-law PS-6;
 - Swimming Pool Fence By-law PS-5;
 - Naming of Highways and Numbering of Buildings & Lots Bylaw B-1;
 - Public Nuisance By-law PH-18;
 - Sound By-law PW-12;
 - Parks and Recreation Area By-law PR-2;
 - Sign By-law S.-5868-183;
 - Vehicle for Hire By-law L.-130.71;
 - Abandoned Refrigerator, Freezer & Containers By-law PW-2;
 - Municipal Waste & Resource Materials Collection By-law WM-12; and
 - Streets By-law S-1.
2. That the definition of “Administrative Penalty” be amended to add “A-8” through to “A-22” after “A-7”;
3. That section 2.1 be amended to add “A-8” through to “A-22” after “A-7”;
4. That section 3.1 be amended to add “A-8” through to “A-22” after “A-7”;
5. That section 3.1a) be amended to add “A-8” through to “A-22” after “A-7”;
6. That the attached Penalty Schedules be added to By-law A.-54:
 - “A-8” Pit Bull Dog Licensing By-law PH-12;
 - “A-9” Animal Control By-law PH-3;
 - “A-10” Dog Licensing and Control By-law PH-4;
 - “A-11” Dog Off-leash Areas By-law PH-7;
 - “A-12” Fence By-law PS-6;

“A-13” Swimming Pool Fence By-law PS-5;
“A-14” Naming of Highways and Numbering of Buildings & Lots Bylaw B-1;
“A-15” Public Nuisance By-law PH-18;
“A-16” Sound By-law PW-12;
“A-17” Parks and Recreation Area By-law PR-2;
“A-18” Sign By-law S.-5868-183;
“A-19” Vehicle for Hire By-law L.-130.71;
“A-20” Abandoned Refrigerator, Freezer & Containers By-law PW-2;
“A-21” Municipal Waste & Resource Materials Collection By-law WM-12;
and
“A-22” Streets By-law S-1.

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

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule "A-8"
Administrative Monetary Penalty System By-Law
Penalty Schedule for Pit Bull Dog Licensing By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Own Pit Bull Dog that is not Grandfathered	3.1(a)	\$500.00
2	Transfer Grandfathered Pit Bull Dog not by gift or bequest	3.2	\$500.00
3	Allow Pit Bull Dog to run at large	3.3(1)	\$500.00
4	Allow Pit Bull Dog to run at large in dogs off-leash area	3.3(2)	\$500.00
5	Fail to <u>(obtain / renew)</u> Pit Bull Dog Licence	3.4	\$200.00
6	Fail to securely attach tag to Pit Bull Dog	3.5	\$200.00
7	Fail to muzzle Pit Bull Dog	3.6(1)	\$500.00
8	Fail to leash Pit Bull Dog	3.6(1)	\$500.00
9	Fail to notify Licence Agent of death of Pit Bull Dog	4.5	\$500.00
10	Fail to notify Licence Agent of change of ownership of Pit Bull Dog	4.5	\$500.00
11	Fail to microchip Pit Bull Dog	5.1(a)	\$300.00
12	Fail to sterilize Pit Bull Dog	5.1(b)	\$500.00
13	Fail to provide Licence Agent with new <u>(address / telephone number)</u>	5.2(a)	\$200.00
14	Fail to provide Licence Agent with <u>(name / address/ telephone number)</u> of Person to whom owner giving up possession	5.2(b)	\$200.00
15	Fail to immediately notify Licence Agent if Pit Bull Dog running at large	5.2(c)	\$500.00
16	Fail to immediately notify Licence Agent if Pit Bull Dog has <u>(bitten / attacked)</u>	5.2(d)	\$500.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

**Schedule “A-9”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Animal Control By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Keep more than two animals in dwelling	4.1	\$100.00
2	Keep class 1 animal ()	4.2	\$100.00
3	Keep class 2 animal ()	4.3	\$100.00
4	Keep more than 40 banded class 3 animals (between October of one year and March of the following year)	4.4	\$100.00
5	Keep more than 60 banded class 3 animals (between April and October)	4.5	\$100.00
6	Keep more than 2 unbanded class 3 animals	4.6	\$100.00
7	Fail to supervise flight of class 3 animals	4.7	\$100.00
8	Fail to prohibit class 3 animals from flight between 9am and 5pm (April 1 to Sept. 30)	4.8	\$100.00
9	Fail to prohibit class 3 animals from flight between 10am and 3pm (Oct. 1 to March 31)	4.9	\$100.00
10	Keep class 7 animals ()	4.10	\$100.00
11	Permit animal to run at large	4.11	\$100.00
12	Permit animal to trespass	4.12	\$100.00
13	Fail to keep (feed/animal food) in rodent-proof container_	4.13	\$100.00
14	Pet shop keeper – fail to dispose of prohibited animal as required by s. 3.9	4.15	\$100.00
15	Pet shop keeper – keep prohibited animal in pet shop	4.16	\$100.00
16	Pet shop keeper – permit to be kept prohibited animal in pet shop	4.16	\$100.00
17	Keep more than maximum number of domestic cats – not spayed or neutered	10.2(1)	\$100.00
18	Keep more than maximum number of domestic cats – all spayed or neutered	10.2(2)	\$100.00
19	Keep more than maximum number of domestic cats – all spayed or neutered – more than one unit	10.2(3)	\$100.00
20	Domestic cat owner – fail to make application for registration of cats to Pound keeper	11.3(a)	\$100.00
21	Own cat – not registered	11.6.2	\$100.00
22	Own cat without renewing the registration prior to expiry	11.6.3	\$100.00
23	Fail to fix tag on cat at all times	11.9(a)	\$100.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

**Schedule “A-10”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Dog Licensing and Control**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Keep dog kennel without licence	3.2	\$120.00
2	Fail to register dog for licence	3.4	\$100.00
3	Owner – fail to have current valid licence for dog	3.5	\$100.00
4	Remove dog tag - unlawfully	3.6	\$100.00
5	Fail to apply for replacement dog tag	3.7	\$100.00
6	Fail to affix dog tag securely on dog	3.8	\$100.00
7	Permit dog to enter onto private property – no consent	3.9	\$100.00
8	Fail to remove dog excrement	3.10	\$100.00
9	Fail to dispose of dog excrement	3.10	\$100.00
10	Forcibly retrieve dog – from Animal Control Officer	3.11	\$170.00
11	Forcibly retrieve dog – from Animal Control vehicle	3.11	\$170.00
12	Fail to notify licence agent – change of dog ownership	3.13(a)	\$100.00
13	Fail to notify licence agent – change of dog residence	3.13(b)	\$100.00
14	Forcibly retrieve dog – from Poundkeeper	3.14	\$170.00
15	Forcibly retrieve dog – from premises of Poundkeeper	3.14	\$170.00
16	Retrieve dog from premises of Poundkeeper without paying fee	3.15	\$170.00
17	Kennel Owner – fail to inform new dog owner of requirements to license dog	3.16	\$100.00
18	Pet Shop Keeper – fail to inform new dog owner of requirements to license dog	3.17	\$100.00
19	Fail to inform new dog owner of requirements to license dog	3.18	\$100.00
20	Fail to muzzle dog	3.19(b)	\$400.00
21	Fail to leash muzzled dog	3.19 (c)	\$200.00
22	Fail to microchip muzzled dog	3.19 (d)	\$170.00
23	Keep more than 3 dogs (within / about) dwelling unit	4.1	\$100.00
24	Permit to be kept more than 3 dogs (within /about) dwelling unit	4.1	\$100.00
25	Dog Owner – fail to ensure dog does not run at large	4.10(1)	\$120.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

Schedule “A-11”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Dog Off-leash Areas By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Permit dog to run at large not in signed area	2(3)	\$100.00
2	Remain in Dogs Off-Leash Area between the hours of 10pm and 6am	3	\$100.00
3	Play or practice sporting activity except walking within Dogs Off-Leash Area	4	\$100.00
4	In Dogs Off-Leash Area in possession of articles made of breakable substance capable of causing injury to dog	5	\$100.00
5	Permit animal other than dog to be at large in a Dogs Off-Leash Area	6	\$100.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

**Schedule “A-12”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Fence By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Have fence that does not comply with by-law provisions	2.1	\$125.00
2	Erect fence that does not comply with by-law provisions	2.1	\$125.00
3	Construct fence that does not comply wit by-law provisions	2.1	\$125.00
4	Maintain fence that does not comply with by-law provisions	2.1	\$125.00
5	Permit to be erected fence that does not comply with by-law provisions	2.1	\$125.00
6	Permit to be constructed fence that does not comply with by-law provisions	2.1	\$125.00
7	Permit to be maintained fence that does not comply with by-law provisions	2.1	\$125.00
8	Have fence exceeding height of 2.13 metres (7 feet)	2.2	\$125.00
9	Erect fence exceeding height of 2.13 metres (7 feet)	2.2	\$125.00
10	Construct fence exceeding height of 2.13 metres (7 feet)	2.2	\$125.00
11	Maintain fence exceeding height of 2.13 metres (7 feet)	2.2	\$125.00
12	Permit to be erected fence exceeding height of 2.13 metres (7 feet)	2.2	\$125.00
13	Permit to be constructed fence exceeding height of 2.13 metres (7 feet)	2.2	\$125.00
14	Permit to be maintained fence exceeding height of 2.13 metres (7 feet)	2.2	\$125.00
15	Have fence comprised of (sheet metal / corrugated metal) panel members on a residential lot	2.3	\$125.00
16	Erect fence comprised of (sheet metal / corrugated metal) panel members on residential lot	2.3	\$125.00
17	Construct fence comprised of (sheet metal / corrugated metal) panel members on residential lot	2.3	\$125.00
18	Maintain fence comprised of (sheet metal/ corrugated metal) panel members on residential lot	2.3	\$125.00
19	Permit to be erected fence comprised of (sheet metal/corrugated metal) panel members on residential lot	2.3	\$125.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
20	Permit to be constructed fence comprised of (sheet metal / corrugated metal) panel members on residential lot	2.3	\$125.00
21	Permit to be maintained fence comprised of (sheet metal / corrugated metal) panel members on residential lot	2.3	\$125.00
22	Contravene (Work Order / Order to Discontinue Activity)	2.4	\$125.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

**Schedule “A-13”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Swimming Pool Fence By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Construct swimming pool without a swimming pool fence permit	3.1	\$350.00
2	Cause to be constructed swimming pool without a swimming pool fence permit	3.1	\$350.00
3	Construct swimming pool not enclosed by a swimming pool fence	3.2	\$350.00
4	Cause to be constructed swimming pool not enclosed by a swimming pool fence	3.2	\$350.00
5	Have swimming pool without permit	3.2.1	\$350.00
6	Keep swimming pool without permit	3.2.1	\$350.00
7	Have swimming pool not completely enclosed by swimming pool fence	3.2.2	\$350.00
8	Keep swimming pool not completely enclosed by swimming pool fence	3.2.2	\$350.00
9	Fail to enclose a swimming pool with temporary fencing during construction	3.3	\$350.00
10	Construct swimming pool with fence that does not conform to by-law requirements	3.4	\$350.00
11	Cause to be constructed swimming pool with fence that does not conform to by-law requirements	3.4	\$350.00
12	Fail to equip swimming pool fence gate with self-closing device	3.5	\$350.00
13	Fail to equip swimming pool fence gate with self-latching device	3.5	\$350.00
14	Construct swimming pool fence gate with self-latching device less than 48 inches above ground level	3.6	\$350.00
15	Have swimming pool fence gate with self-latching device less than 48 inches above ground level	3.6	\$350.00
16	Keep swimming pool fence gate with self-latching devices less than 48 inches above ground level	3.6	\$350.00
17	Maintain swimming pool fence gate with self-latching device less than 48 inches above ground level	3.6	\$350.00
18	Place materials against outside of swimming pool fence	3.7	\$350.00
19	Store materials against outside of swimming pool fence	3.7	\$350.00
20	Replace swimming pool fence without obtaining a permit	3.8	\$350.00
21	Fail to maintain swimming pool fence in accordance with by-law	3.9	\$350.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
22	Fail to keep swimming pool fence in accordance with by-law	3.9	\$350.00
23	Fail to have swimming pool fence in accordance with by-law	3.9	\$350.00
24	Construct double swimming pool fence gate access without (<u>self-closing device/self-latching device</u>)	3.10	\$350.00
25	Maintain double swimming pool fence gate access without (<u>self-closing device/self-latching device</u>)	3.10	\$350.00
26	Construct pool fence not conforming to s.2.16 of Fence By-law	3.11	\$350.00
27	Cause to be constructed pool fence not conforming to s.2.16 of Fence By-law	3.11	\$350.00
28	Maintain pool fence not conforming to s.2.16 of Fence By-law	3.11	\$350.00
29	Place water in swimming pool without construction of swimming pool fence	3.12	\$350.00
30	Cause water to remain in swimming pool without construction of swimming pool fence	3.12	\$350.00
31	Permit water to remain in swimming pool without construction of swimming pool fence	3.12	\$350.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

Schedule "A-14"
Administrative Monetary Penalty System By-Law
Penalty Schedule for Naming of Highways and Numbering of
Buildings & Lots By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Refuse to post building number as required	6.1	\$175.00
2	Remove installed (building number / plate)	6.2	\$175.00
3	Deface installed (building number / plate)	6.2	\$175.00
4	Obliterate installed (building number / plate)	6.2	\$175.00
5	Destroy installed (building number / plate)	6.2	\$175.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

Schedule “A-15”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Public Nuisance By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	(<u>urinate / defecate</u>) in a public place	2(2)	\$250.00
2	Knock over (<u>Canada Post mailbox / Canada Post relay box / newspaper box / blue box / garbage container</u>)	3	\$250.00
3	Attempt to knock over (<u>Canada post mailbox / Canada Post relay box / newspaper box / blue box / garbage container</u>)	3	\$250.00
4	Sponsor Nuisance Party	4(1)	\$1,000.00
5	Conduct Nuisance Party	4(1)	\$1,000.00
6	Continue Nuisance Party	4(1)	\$1,000.00
7	Host Nuisance Party	4(1)	\$1,000.00
8	Create Nuisance Party	4(1)	\$1,000.00
9	Attend Nuisance Party	4(1)	\$800.00
10	Allow Nuisance Party	4(1)	\$1,000.00
11	Cause Nuisance Party	4(1)	\$1,000.00
12	Permit Nuisance Party	4(1)	\$1,000.00
13	(<u>as owner / as occupant / as tenant / having rightful possession / having possessory control</u>) of Premises, allow Nuisance Party on Premises	4(2)	\$1,000.00
14	(<u>as owner / as occupant / as tenant / having rightful possession / having possessory control</u>) of Premises, cause Nuisance Party on Premises	4(2)	\$1,000.00
15	(<u>as owner / as occupant / as tenant / having rightful possession / having possessory control</u>) of Premises, permit Nuisance Party on Premises	4(2)	\$1,000.00
16	Engage in Nuisance Feeding of Wildlife	4.2(1)	\$125.00
17	Permit Nuisance Feeding of Wildlife	4.2(1)	\$125.00
18	Fail to leave Premises as directed by order to discontinue activity – Nuisance Party	5(4)	\$750.00
19	Use closed Highway – Nuisance Party	6(3)	\$500.00
20	Remove (<u>barricade / device / detour sign / notice</u>) placed on Highway – Nuisance Party	6(4)	\$500.00
21	Deface (<u>barricade / device / detour sign / notice</u>) placed on Highway – Nuisance Party	6(4)	\$500.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

Schedule “A-16”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Sound By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Make (<u>unreasonable noise / noise likely to disturb inhabitants</u>)	2.1	\$175.00
2	Cause (<u>unreasonable noise / noise likely to disturb inhabitants</u>)	2.1	\$175.00
3	Permit (<u>unreasonable noise / noise likely to disturb inhabitants</u>)	2.1	\$175.00
4	Fail to comply with temporary noise permit terms and conditions	4.4	\$175.00
5	Contravene order to discontinue activity	5.4	\$175.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

**Schedule “A-17”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Parks and Recreation Area By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Drive vehicle upon roadway in direction other than indicated on signs	3.1(1)	\$100.00
2	Ride vehicle upon roadway in direction other than indicated on signs	3.1(1)	\$100.00
3	Operate vehicle upon roadway in direction other than indicated on signs	3.1(1)	\$100.00
4	Carry on in-line skating upon roadway in direction other than indicated on signs	3.1(1)	\$100.00
5	Drive vehicle in violation of posted signs	3.1(2)	\$100.00
6	Ride vehicle in violation of posted signs	3.1(2)	\$100.00
7	Operate vehicle in violation of posted signs	3.1(2)	\$100.00
8	Skateboard in violation of posted signs	3.1(2)	\$100.00
9	Carry on in-line skating in violation of posted signs	3.1(2)	\$100.00
10	Operate vehicle (<u>in excess of posted speed limit / in excess of 20km/hr</u>)	3.1(3)	\$100.00
11	Operate skateboard (<u>in excess of posted speed limit / in excess of 20km/hr</u>)	3.1(3)	\$100.00
12	Carry on in-line skating (<u>in excess of posted speed limit / in excess of 20km/hr</u>)	3.1(3)	\$100.00
13	Drive (<u>motor vehicle / e-scooter / horse-drawn conveyance</u>) on multi-use pathway	3.1(4)	\$120.00
14	Ride (<u>motor vehicle / e-scooter / horse-drawn conveyance</u>) on multi-use pathway	3.1(4)	\$120.00
15	Operate (<u>motor vehicle / e-scooter / horse-drawn conveyance</u>) on multi-use pathway	3.1(4)	\$120.00
16	Drive (<u>bicycle / e-bike / motor vehicle / skateboard</u>) on hiking trail	3.1(5)	\$120.00
17	Ride (<u>bicycle / e-bike / motor vehicle / skateboard</u>) on hiking trail	3.1(5)	\$120.00
18	Operate (<u>bicycle / e-bike / motor vehicle / skateboard</u>) on hiking trail	3.1(5)	\$120.00
19	Carry on in-line skating on hiking trail	3.1(5)	\$120.00
20	Operate motor vehicle in (<u>park / recreation area</u>) between 10pm and 6am	3.1(6)	\$100.00
21	Drive motor vehicle in (<u>park / recreation area</u>) between 10pm and 6am	3.1(8)	\$100.00
22	Operate motor vehicle in (<u>park / recreation area</u>) between 10pm and 6am	3.1(8)	\$100.00
23	Leave unattended motor vehicle in (<u>park / recreation area</u>) between 10pm and 6am	3.1(8)	\$100.00
24	Engage in (<u>riotous / boisterous / violent / threatening / illegal</u>) conduct	3.1(9)	\$100.00
25	Use (<u>profane / abusive</u>) language	3.1(9)	\$100.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
26	Engage in conduct that endangers health and safety of (himself / herself / others)	3.1(10)	\$100.00
27	Engage in sexual activity	3.1(12)	\$100.00
28	Remain in (<u>recreation area / park</u>) for (<u>purpose of / appearance of</u>) loitering	3.1(13)	\$100.00
29	Hold unauthorized public meeting or gathering	3.1(15)	\$100.00
30	Take part in unauthorized public meeting or gathering	3.1(15)	\$100.00
31	Play golf	3.1(16)	\$100.00
32	Practice golf	3.1(16)	\$100.00
33	Strike golf ball	3.1(16)	\$100.00
34	Enter (<u>recreation area / park</u>) between 10pm and 6am	3.1(17)	\$120.00
35	Remain in (<u>recreation area / park</u>) between 10pm and 6am	3.1(17)	\$120.00
36	Operate motorized snow vehicle	3.1(18)	\$100.00
37	Climb (<u>tree / shrub / bush</u>)	3.1(19)	\$180.00
38	Break (<u>tree / shrub / bush</u>)	3.1(19)	\$180.00
39	Peel bark from (<u>tree / shrub / bush</u>)	3.1(19)	\$180.00
40	Cut (<u>tree / shrub / bush</u>)	3.1(19)	\$180.00
41	Remove (<u>tree / shrub / bush</u>)	3.1(19)	\$180.00
42	Burn (<u>tree / shrub / bush</u>)	3.1(19)	\$180.00
43	Deface (<u>tree / shrub / bush</u>)	3.1(19)	\$180.00
44	Damage (<u>tree / shrub / bush</u>)	3.1(19)	\$180.00
45	Pick (<u>flower / plant / roots / grass / rock</u>)	3.1(19)	\$100.00
46	Destroy (<u>flower / plant / roots / grass / rock</u>)	3.1(19)	\$180.00
47	Remove (<u>flower / plant / roots / grass / rock</u>)	3.1(19)	\$180.00
48	Cause animal to damage (<u>tree / shrub / bush / flower / plant / roots</u>)	3.1(20)	\$180.00
49	Permit animal to damage (<u>tree / shrub / bush / flower / plant / roots</u>)	3.1(20)	\$180.00
50	Post (<u>sign / poster</u>) on (<u>tree / bush / shrub</u>)	3.1(21)	\$100.00
51	Remove (<u>display / cage / pen / gate / seat / bench / picnic table / fence / posted sign / lock / barrier / equipment</u>)	3.1(22)	\$180.00
52	Break (<u>display / cage / pen / gate / seat / bench / picnic table / fence / posted sign / lock / barrier / equipment</u>)	3.1(22)	\$180.00
53	Deface (<u>display / cage / pen / gate / seat / bench / picnic table / fence / posted sign / lock / barrier / equipment</u>)	3.1(22)	\$180.00
54	Damage (<u>display / cage / pen / gate / seat / bench / picnic table / fence / posted sign / lock / barrier / equipment</u>)	3.1(22)	\$180.00
55	Fail to (<u>deposit refuse in container / remove refuse</u>)	3.1(23)	\$100.00
56	Fail to remove (<u>utensils / equipment / articles</u>) from area designated for picnics	3.1(24)	\$100.00
57	Cause animal to (<u>swim in / enter into / foul</u>) (<u>swimming pool / wading pool / spray pad</u>)	3.1(25)	\$120.00
58	Permit animal to (<u>swim in / enter into / foul</u>) (<u>swimming pool / wading pool / spray pad</u>)	3.1(25)	\$120.00
59	Walk on grass where sign prohibits activity	3.1(26)	\$100.00
60	Remove (<u>nest / egg</u>) of bird	3.1(28)	\$180.00
61	Injure (<u>nest / egg</u>) of bird	3.1(28)	\$180.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
62	Discharge water so that it runs waste from reservoir, pond, river, or lake in (<u>park / recreation area</u>)	3.1(30)	\$120.00
63	Lay (<u>pipe / conduit</u>) to communicate with waterworks	3.1(31)	\$120.00
64	Discharge water from private property	3.1(32)	\$120.00
65	Permit discharge of water from private property	3.1(32)	\$120.00
66	Enter gender segregated facilities that do not correspond to gender identity	3.1(33)	\$100.00
67	Use gender segregated facilities that do not correspond to gender identity	3.1(33)	\$100.00
68	Loiter in (<u>washroom / changeroom</u>)	3.1(34)	\$100.00
69	Engage in conduct that could reasonably be considered offensive	3.1(34)	\$100.00
70	Encroach on municipally owned lands	3.1(35)	\$180.00
71	Erect fence on municipally owned lands	3.1(35)	\$180.00
72	Permit dog to run at large	3.1(36)	\$75.00
73	Fail to (<u>remove / dispose of</u>) dog excrement	3.1(37)	\$180.00
74	Interfere with (<u>picnic / organized gathering / special event</u>) authorized by permit or rental agreement	3.1(38)	\$50.00
75	Move park furniture to accommodate (<u>picnic / organized gathering / special event</u>)	3.1(39)	\$50.00
76	Drive motorized boat	3.1(40)	\$50.00
77	Ride motorized boat	3.1(40)	\$50.00
78	Operate motorized boat	3.1(40)	\$50.00
79	Drive e-bike under motor power	3.1(41)	\$100.00
80	Ride e-bike under motor power	3.1(41)	\$100.00
81	Operate e-bike under motor power	3.1(41)	\$100.00
82	Drive e-bike under age of 16	3.1(42)	\$50.00
83	Ride e-bike under age of 16	3.1(42)	\$50.00
84	Operate e-bike under age of 16	3.1(42)	\$50.00
85	Drive e-bike without helmet	3.1(43)	\$50.00
86	Ride e-bike without helmet	3.1(43)	\$50.00
87	Operate e-bike without helmet	3.1(43)	\$50.00
88	Bulk feeding of wildlife	3.1(44)	\$180.00
89	Start fire	4.1(1)	\$180.00
90	Maintain fire	4.1(1)	\$180.00
91	Use of sports field without authority	4.1(2)	\$100.00
92	Erect (<u>tent / shelter</u>) for overnight accommodation	4.1(3)	\$100.00
93	Take part in commercial worm picking	4.1(4)	\$100.00
94	Conduct commercial worm picking	4.1(4)	\$180.00
95	Hold (<u>picnic / organized gathering / event</u>) of more than 25 persons	4.1(5)	\$100.00
96	Take part in (<u>picnic / organized gathering / event</u>) of more than 25 persons	4.1(6)	\$100.00
97	Hold (<u>meeting / gathering</u>) that obstructs free passage of vehicular traffic	4.1(6)	\$100.00
98	Take part in (<u>meeting / gathering</u>) that obstructs free passage of vehicular traffic	4.1(6)	\$100.00
99	Have exclusive use of (<u>park / recreation area</u>)	4.1(7)	\$100.00
100	Ride (<u>horse / pony / donkey / mule</u>) in area not designated for activity	4.1(8)	\$100.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
101	Lead (<u>horse / pony / donkey / mule</u>) in area not designated for activity	4.1(8)	\$100.00
102	Drive horse drawn (<u>wagon / sleigh</u>)	4.1(9)	\$100.00
103	Lead horse drawn (<u>wagon / sleigh</u>)	4.1(9)	\$100.00
104	Use horse drawn (<u>wagon / sleigh</u>)	4.1(9)	\$100.00
105	Post (<u>sign / poster</u>) on (<u>pole / planter / building / fence / bench / picnic table / electrical transmission unit / lamp standard / City equipment / London Hydro equipment</u>)	4.1(10)	\$100.00
106	Sell (<u>refreshments / merchandise</u>) to public	4.1(11)	\$100.00
107	Operate (<u>business / game / show / amusement</u>) for admission by public	4.1(12)	\$100.00
108	Operate metal detector	4.1(13)	\$100.00
109	Use metal detector	4.1(13)	\$100.00
110	Solicit funds for (<u>charities / organizations / individuals</u>)	4.1(14)	\$100.00
111	Use trained dog to control waterfowl	4.1(15)	\$100.00
112	Allow (<u>dog / domesticated vertebrate animal / wild vertebrate animal</u>) to enter (<u>recreation area building / facility / change room</u>)	4.1(16)	\$100.00
113	Disturb animal	4.1(17)	\$180.00
114	Wound animal	4.1(17)	\$180.00
115	Kill animal	4.1(17)	\$180.00
116	Injure animal	4.1(17)	\$180.00
117	Use (<u>cellular phone / camera / device capable of recording images</u>) in (<u>change room / washroom</u>)	4.1(18)	\$180.00
118	Operate vehicle on roadway in Springbank Park if entrances closed	5.2(1)	\$120.00
119	Drive vehicle on roadway in Springbank Park if entrances closed	5.2(1)	\$120.00
120	Ride vehicle on roadway in Springbank Park if entrances closed	5.2(1)	\$120.00
121	Enter Storybook Gardens between 9pm and 8am	5.3(1)	\$100.00
122	Cut (<u>plant / aquatic vegetation / wood / turf / soil / rock / sand / gravel</u>) in (<u>ESA / natural park area</u>)	5.4(1)	\$180.00
123	Remove (<u>plant / aquatic vegetation / wood / turf / soil / rock / sand / gravel</u>) in (<u>ESA / natural park area</u>)	5.4(1)	\$180.00
124	Cause animal to (<u>enter into / foul</u>) waters of (<u>pond / stream / river</u>) in (<u>ESA / natural park area</u>)	5.4(3)	\$180.00
125	Permit animal to (<u>enter into / foul</u>) waters of (<u>pond / stream / river</u>) in (<u>ESA / natural park area</u>)	5.4(3)	\$180.00
126	Swim in waters of (<u>pond / stream / river</u>) in (<u>ESA / natural park area</u>)	5.4(4)	\$180.00
127	Bathe in waters of (<u>pond / stream / river</u>) in (<u>ESA / natural park area</u>)	5.4(4)	\$180.00
128	Pollute waters of (<u>pond / stream / river</u>) in (<u>ESA / natural park area</u>)	5.4(4)	\$180.00
129	Camp in (<u>ESA / natural park area</u>)	5.4(5)	\$180.00
130	Set up tent in (<u>ESA / natural park area</u>)	5.4(5)	\$180.00
131	Hold picnic in (<u>ESA / natural park area</u>)	5.4(5)	\$180.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
132	Deposit (<u>waste / refuse</u>) in (<u>ESA / natural park area</u>)	5.4(6)	\$180.00
133	Dump (<u>waste / refuse</u>) in (<u>ESA / natural park area</u>)	5.4(6)	\$180.00
134	Leave (<u>waste / refuse</u>) in (<u>ESA / natural park area</u>)	5.4(6)	\$180.00
135	Operate (<u>vehicle / bicycle / power-assisted bicycle / motorized snow vehicle</u>) in (<u>ESA / natural park area</u>) where no signs posted	5.4(7)	\$180.00
136	Ride animal within (<u>ESA / natural park area</u>)	5.4(8)	\$180.00
137	Lead animal within (<u>ESA / natural park area</u>)	5.4(8)	\$180.00
138	Drive animal within (<u>ESA / natural park area</u>)	5.4(8)	\$180.00
139	Start fire in (<u>ESA / natural park area</u>)	5.4(9)	\$180.00
140	Maintain fire in (<u>ESA / natural park area</u>)	5.4(9)	\$180.00
141	Hike other than on hiking trail	5.4(10)	\$50.00
142	Run other than on hiking trail	5.4(10)	\$50.00
143	Jog other than on hiking trail	5.4(10)	\$50.00
144	Cross country ski other than on hiking trail	5.4(10)	\$50.00
145	Person playing golf – fail to conform to rules	5.5(1)	\$100.00
146	Use (<u>park / recreation area</u>) without having paid fee	6.1	\$100.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

**Schedule “A-18”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Sign By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Display sign that does not comply with applicable law	3.3(a)	\$185.00
2	Display sign that is not specifically permitted in by-law	3.3(b)	\$185.00
3	Display sign that interferes with electrical or telephone wires or supports	3.3(c)	\$185.00
4	Display sign attached to traffic signal or traffic control device or supporting structure	3.3(d)	\$185.00
5	Display sign that obstructs view of vehicle driver	3.3(e)	\$185.00
6	Display sign that obstructs visibility of traffic signal or traffic control device	3.3(e)	\$185.00
7	Display sign that interferes with vehicular traffic	3.3(e)	\$185.00
8	Display sign that bears City logo, crest or seal	3.3(f)	\$185.00
9	Display sign that emits sound	3.3(g)	\$185.00
10	Display sign that emits odour	3.3(g)	\$185.00
11	Display sign that discharges gas, liquid or solid	3.3(g)	\$185.00
12	Display sign that features interactive copy	3.3(h)	\$185.00
13	Display sign on roof	3.3(i)	\$185.00
14	Display sign within sight triangle	3.3(j)	\$185.00
15	Display sign on vehicle or trailer	3.3(k)	\$185.00
16	Display sign within required parking space	3.3(l)	\$185.00
17	Display sign attached to tree, fence, gate or railing	3.3(m)	\$185.00
18	Display sequential sign	3.3(n)	\$185.00
19	Display sign on accessory structure	3.3(o)	\$185.00
20	Display sign primarily supported by cables or guy wires external to sign	3.3(p)	\$185.00
21	Display sign on public road allowance attached to utility pole or official sign structure	3.3(q)	\$185.00
22	Display sign without required permit	3.6.1(1)	\$185.00
23	Substantially alter or repair sign without required permit	3.6.2(1)	\$185.00
24	Sign permit holder – fail to notify Chief Building Official 72 hours prior to each stage of construction of sign	3.7.1	\$185.00
25	Sign permit holder – fail to notify Chief Building Official 72 hours prior to erection of sign	3.7.1	\$185.00
26	Sign owner – fail to maintain sign in good order	3.11.1	\$185.00
27	Sign owner – fail to cover sign with durable, weather resistant, protective finish	3.11.1(a)	\$185.00
28	Sign owner – fail to repaint or refinish sign as necessary	3.11.1(b)	\$185.00
29	Sign owner – fail to ensure illumination functioning	3.11.1(c)	\$185.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
30	Sign owner – fail to ensure illumination complies with by-law	3.11.1(c)	\$185.00
31	Sign owner – fail to ensure sign intact and operative	3.11.1(d)	\$185.00
32	Sign owner – fail to ensure sign maintained in accordance with approved plan	3.11.1(e)	\$185.00
33	Sign owner – fail to ensure no visible deterioration of sign, copy or structure	3.11.1(f)	\$185.00
34	Sign owner – fail to ensure sign is not unsafe	3.11.1(g)	\$185.00
35	Sign owner – fail to ensure sign does not create danger to any person	3.11.1(g)	\$185.00
36	Sign owner – fail to maintain sign face intact to cover and protect electrical components	3.11.2	\$185.00
37	Sign owner – fail to maintain sign face intact to cover and protect lamps	3.11.2	\$185.00
38	Sign owner – fail to maintain sign face intact to cover and protect sign box	3.11.2	\$185.00
39	Fail to comply with order	3.12.11	\$185.00
40	Display sign not in conformity with general provisions, to wit:	4.0	\$185.00
41	Sign owner – fail to ensure sign not located within prescribed minimum distance	4.1.1	\$185.00
42	Sign owner – fail to ensure sign does not move or appear to move	4.1.3	\$185.00
43	Project sign or sign copy onto building or surface from external source	4.1.4	\$185.00
44	Sign owner – fail to ensure sign displays only static copy	4.1.5	\$185.00
45	Sign owner – fail to remove sign that does not comply with by-law	4.1.8	\$185.00
46	Sign owner – fail to ensure electronic changing copy requirements met	4.2.1	\$185.00
47	Sign owner – fail to ensure illumination requirements met	4.3.1	\$185.00
48	Sign owner – fail to ensure sign not illuminated during certain time periods	4.3.2	\$185.00
49	Display sign within sight triangle	4.5	\$185.00
50	Display sign on public road allowance within sight triangle	4.6	\$185.00
51	Display sign closer than 30m to residential use zone	4.7	\$185.00
52	Display permanent first party ground sign on private property that is not in conformity with regulations	6.1	\$185.00
53	Display permanent first party ground sign over or on public road allowance that is not in conformity with regulations	6.2	\$185.00
54	Display permanent first party wall sign on private property that is not in conformity with regulations	6.3	\$185.00
55	Display permanent first party wall sign over or on public road allowance that is not in conformity with regulations	6.4	\$185.00
56	Display permanent first party projecting wall sign on private property that is not in conformity with regulations	6.5	\$185.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
57	Display permanent first party projecting wall sign over or on public road allowance that is not in conformity with regulations	6.6	\$185.00
58	Display temporary first party banner sign that is not in conformity with regulations	7.1	\$185.00
59	Display temporary first party poster board sign that is not in conformity with regulations	7.1	\$185.00
60	Display temporary first party mobile sign that is not in conformity with regulations	7.1	\$185.00
61	Display temporary first party inflatable sign that is not in conformity with regulations	7.2	\$185.00
62	Display temporary first party read-o-graph mobile sign that is not in conformity with regulations	7.3	\$185.00
63	Display temporary first party sidewalk sign on private property that is not in conformity with regulations	7.4	\$185.00
64	Display temporary first party sidewalk sign on public road allowance that is not in conformity with regulations	7.5	\$185.00
65	Display temporary first party construction sign on private property that is not in conformity with regulations	7.6	\$185.00
66	Display temporary first party real estate sign on private property that is not in conformity with regulations	7.7	\$185.00
67	Display permanent third party billboard sign that is not in conformity with regulations	8.1	\$185.00
68	Display permanent third party railway overpass sign that is not in conformity with regulations	8.2	\$185.00
69	Display permanent third party industrial park sign that is not in conformity with regulations	8.3	\$185.00
70	Display temporary third party real estate directional sign over or on public road allowance that is not in conformity with regulations	9.1	\$185.00
71	Display temporary third party new home development sign over or on public road allowance that is not in conformity with regulations	9.2	\$185.00
72	Display temporary third party sign that is not in conformity with regulations	9.3	\$185.00
73	Display third party billboard sign in Heritage Conservation District	10.2(a)	\$185.00
74	Display banner sign in Heritage Conservation District	10.2(b)	\$185.00
75	Display inflatable sign in Heritage Conservation District	10.2(c)	\$185.00
76	Display poster board sign in Heritage Conservation District	10.2(d)	\$185.00
77	Display feather flag sign in Heritage Conservation District	10.2 (e)	\$185.00
78	Display sidewalk sign greater than 0.6m ² in Heritage Conservation District	10.2(f)	\$185.00
79	Display mobile sign in Heritage Conservation District	10.2(g)	\$185.00
80	Display read-o-graph mobile sign in Heritage Conservation District	10.2(h)	\$185.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
81	Display sign with electronic changing copy in Heritage Conservation District	10.2(i)	\$185.00
82	Display sign with flashing illumination in Heritage Conservation District	10.2(j)	\$185.00
83	Display sign with internal illumination in Heritage Conservation District	10.2(k)	\$185.00
84	Display third party billboard sign in Downtown Business Improvement Area	10.3(a)	\$185.00
85	Display sidewalk sign greater than 0.6m ² in Downtown Business Improvement Area	10.3(b)	\$185.00
86	Display mobile sign in Downtown Business Improvement Area	10.3(c)	\$185.00
87	Display inflatable sign in Downtown Business Improvement Area	10.3(d)	\$185.00
88	Display read-o-graph mobile sign in Downtown Business Improvement Area	10.3(e)	\$185.00
89	Display third party billboard sign in Old East Village Community Improvement Area	10.4(f)	\$185.00
90	Display sidewalk sign greater than 0.6m ² in Old East Village Community Improvement Area	10.4(g)	\$185.00
91	Display mobile sign in Old East Village Community Improvement Area	10.4(h)	\$185.00
92	Display inflatable sign in Old East Village Community Improvement Area	10.4(i)	\$185.00
93	Display read-o-graph mobile sign in Old East Village Community Improvement Area	10.4(j)	\$185.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

Schedule “A-19”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Vehicle for Hire By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Own Vehicle for Hire – not licensed	2.1(a)	\$1000.00
2	Operate Vehicle for Hire – not licensed	2.1(a)	\$1000.00
3	Dispatch Vehicle for Hire – not licensed	2.1(b)	\$1000.00
4	Own Vehicle for Hire – owner plate not affixed	2.1(c)	\$500.00
5	Operate Vehicle for Hire – owner plate not affixed	2.1(c)	\$500.00
6	Operate Vehicle for Hire – licence suspended	2.1(d)	\$1000.00
7	Act as Broker – licence suspended	2.1(e)	\$800.00
8	Advertise use of Vehicle for Hire – no Owner or Broker licence	2.1(f)	\$800.00
9	Represent as licensed – not licensed	2.1(g)	\$1000.00
10	Sell Licence not in accordance with By-law	6.9	\$400.00
11	Purchase Licence not in accordance with By-law	6.9	\$400.00
12	Licensee – fail to notify Licence Manager – change of information	7.1	\$85.00
13	Corporate Licensee – fail to notify Licence Manager – change of information	7.2	\$400.00
14	Convey rights over Cab Licence, Accessible Cab Licence or Owner Plate	10.1	\$400.00
15	Sub-lease Cab that is subject of Lease	10.4	\$400.00
16	Owner – permit lease or sub-lease of Cab that is subject of Lease	10.5	\$400.00
17	To party to Lease of Cab – Owner not lessor	10.6	\$400.00
18	Cab Owner – fail to notify Licence Manager – expiry of Lease	10.7	\$400.00
19	Cab Owner – enter into more than one Lease	10.8	\$400.00
20	Owner – fail to submit Vehicle for inspections	15.1	\$500.00
21	Driver – fail to submit Vehicle for inspections	15.1	\$500.00
22	Owner – fail to produce document	15.2	\$400.00
23	Driver – fail to produce document	15.2	\$400.00
24	Owner – when vehicle in accident – fail to remove vehicle from service	15.8(a)	\$400.00
25	Owner – when vehicle in accident – fail to notify Licence Manager	15.8(b)	\$400.00
26	Owner – when vehicle in accident – fail to notify Licence Manager of repairs	15.8(c)	\$400.00
27	Owner – fail to provide safety standards certificate	15.9	\$400.00
28	Driver – fail to provide safety standards certificate	15.9	\$400.00
29	Charge amount for Trip other than Fare in Schedule 4	16.1	\$200.00
30	Vehicle for Hire Driver – fail to carry driver’s licence and Licence	Schedule 1, 2.1 (a)	\$125.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
31	Vehicle for Hire Driver – fail to comply with operational standards	Schedule 1, 2.1(b)	\$400.00
32	Vehicle for Hire Driver – fail to report charge or conviction to Licence Manager	Schedule 1, 2.1(c)	\$200.00
33	Vehicle for Hire Driver – fail to report cancellation, suspension, expiry or revocation of driver's licence to Licence Manager	Schedule 1, 2.1(d)	\$400.00
34	Vehicle for Hire Driver – fail to provide Conveyance Service	Schedule 1, 2.1(e)	\$200.00
35	Vehicle for Hire Driver – fail to make available Owner Plate number and name of Fleet – accessible format	Schedule 1, 2.1(f)	\$85.00
36	Accessible Vehicle for Hire Driver – fail to ensure wheelchairs securely fastened	Schedule 1, 2.2(a)	\$400.00
37	Accessible Vehicle for Hire Driver – fail to ensure – extra tire, wheel, and jack	Schedule 1, 2.2(b)(i)	\$125.00
38	Accessible Vehicle for Hire Driver – fail to ensure – wheelchair tie downs	Schedule 1, 2.2(b)(ii)	\$400.00
39	Accessible Vehicle for Hire Driver – fail to ensure - first aid kit	Schedule 1, 2.2(b)(iv)	\$125.00
40	Accessible Vehicle for Hire Driver – fail to ensure – fire extinguisher	Schedule 1, 2.2(b)(v)	\$400.00
41	Accessible Vehicle for Hire Driver – fail to ensure – operable air conditioning and heating	Schedule 1, 2.2(b)(vi)	\$125.00
42	Accessible Vehicle for Hire Driver – fail to give priority – Conveyance Services - Disabilities	Schedule 1, 2.2(c)	\$200.00
43	Cab Driver – fail to engage Cab Meter	Schedule 1, 2.3	\$85.00
44	Accessible Cab Driver – fail to engage Cab Meter	Schedule 1, 2.3	\$85.00
45	Vehicle for Hire Driver – smoke inside Vehicle for Hire	Schedule 1, 3.1(a)	\$300.00
46	Vehicle for Hire Driver – Operate Vehicle for Hire – owner not licensed	Schedule 1, 3.1(b)	\$800.00
47	Vehicle for Hire Driver – Operate Vehicle for Hire – Owner Plate number and name of Fleet not displayed	Schedule 1, 3.1(c)	\$125.00
48	Vehicle for Hire Driver – on duty – more than 14 hours	Schedule 1, 3.1(d)	\$200.00
49	Vehicle for Hire Driver – Operate Vehicle for Hire not meeting operational standards	Schedule 1, 3.1(e)	\$400.00
50	Vehicle for Hire Driver – Operate Vehicle for Hire without insurance	Schedule 1, 3.1(f)	\$1000.00
51	Vehicle for Hire Driver – Operate Cab – Meter not adjusted – Schedule 4	Schedule 1, 3.1(g)	\$200.00
52	Vehicle for Hire Drive – Operate Accessible Cab – Meter not adjusted – Schedule 4	Schedule 1, 3.1(g)	\$200.00
53	Vehicle for Hire Driver – Operate Cab – no operating camera system	Schedule 1, 3.1(h)	\$85.00
54	Vehicle for Hire Driver – Operate Accessible Cab – no operating camera system	Schedule 1, 3.1(i)	\$85.00
55	Vehicle for Hire Driver – Operate Limousine – no operating camera system	Schedule 1, 3.1(j)	\$85.00
56	Private Vehicle for Hire Driver – provide Conveyance Service not through mobile app	Schedule 1, 3.2	\$1000.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
57	Accessible Private Vehicle for Hire Driver – provide Conveyance Service not through mobile app	Schedule 1, 3.2	\$1000.00
58	Private Vehicle for Hire Driver – accept payment of Fare not through mobile app	Schedule 1, 3.3	\$500.00
59	Accessible Private Vehicle for Hire Driver – accept payment of Fare not through mobile app	Schedule 1, 3.3	\$500.00
60	Private Vehicle for Hire Driver – provide Conveyance Service not Dispatched by Licensed Transportation Network Company Broker	Schedule 1, 3.4	\$1000.00
61	Accessible Private Vehicle for Hire Driver – provide Conveyance Service not Dispatched by Licensed Transportation Network Company Broker	Schedule 1, 3.4	\$1000.00
62	Vehicle for Hire owner – fail to take out separate Licence and Owner Plate for each vehicle	Schedule 2, 1.1	\$800.00
63	Owner – fail to ensure seating capacity of not more than 10 individuals	Schedule 2, 2.1(a)	\$200.00
64	Owner – fail to meet standards prescribed by Licence Manager	Schedule 2, 2.1(b)	\$400.00
65	Cab Owner – fail to ensure – Owner plate affixed – right rear trunk	Schedule 2, 2.6(a)	\$200.00
66	Cab Owner – fail to ensure – Cab Meter in accordance with By-law	Schedule 2, 2.6(b)	\$200.00
67	Cab Owner – fail to ensure – Owner Plate number and name of Fleet displayed	Schedule 2, 2.6(c)	\$200.00
68	Cab Owner – fail to ensure – security camera system in accordance with By-law	Schedule 2, 2.6(d)	\$200.00
69	Accessible Cab Owner – fail to ensure – Owner Plate affixed – right rear trunk	Schedule 2, 2.7(a)	\$200.00
70	Accessible Cab Owner – fail to ensure – Cab Meter in accordance with By-law	Schedule 2, 2.7(b)	\$200.00
71	Accessible Cab Owner – fail to ensure – extra tire, wheel, and jack	Schedule 2, 2.7(c)	\$200.00
72	Accessible Cab Owner – fail to ensure – wheelchair tie downs	Schedule 2, 2.7(d)	\$400.00
73	Accessible Cab Owner – fail to ensure – first aid kit	Schedule 2, 2.7(e)	\$400.00
74	Accessible Cab Owner – fail to ensure – fire extinguisher	Schedule 2, 2.7(f)	\$400.00
75	Accessible Cab Owner – fail to ensure – operable air conditioning and heating	Schedule 2, 2.7(g)	\$200.00
76	Accessible Cab Owner – fail to ensure – Owner Plate number and name of Fleet displayed	Schedule 2, 2.7(i)	\$200.00
77	Accessible Cab Owner – fail to ensure – security camera system in accordance with By-law	Schedule 2, 2.7(j)	\$200.00
78	Limousine Owner – fail to ensure – security camera system in accordance with By-law	Schedule 2, 2.8(a)	\$200.00
79	Limousine Owner – fail to ensure – Owner Plate affixed – right rear trunk	Schedule 2, 2.8(b)	\$200.00
80	Owner – fail to keep documents in Vehicle for Hire	Schedule 2, 3.1(a)	\$200.00
81	Owner – fail to repair mechanical defects	Schedule 2, 3.1(b)	\$200.00
82	Owner – fail to submit Vehicle for Hire for safety inspection	Schedule 2, 3.1(c)	\$400.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
83	Owner – fail to maintain insurance on Vehicle for Hire	Schedule 2, 3.1(d)	\$800.00
84	Owner – fail to file insurance renewal policy or certificate of insurance	Schedule 2, 3.1(e)	\$200.00
85	Owner – fail to ensure Vehicle for Hire complies with regulations	Schedule 2, 3.1(f)	\$200.00
86	Owner – fail to ensure person involved in operation of Vehicle for Hire complies with By-law	Schedule 2, 3.1(g)	\$200.00
87	Cab Owner – fail to submit Meter for testing, inspection and sealing	Schedule 2, 3.2(a)	\$200.00
88	Accessible Cab Owner – fail to submit Meter for testing, inspection and sealing	Schedule 2, 3.2(a)	\$200.00
89	Cab Owner – fail to submit Meter certificate of accuracy	Schedule 2, 3.2(b)	\$125.00
90	Accessible Cab Owner – fail to submit Meter certificate of accuracy	Schedule 2, 3.2(b)	\$125.00
91	Class B Cab Owner – fail to Operate Cab full-time	Schedule 2, 3.3(a)	\$200.00
92	Owner – Operate Vehicle for Hire without Owner Plate	Schedule 2, 4.1(a)	\$200.00
93	Owner – permit person not Licensed as Vehicle for Hire Driver to Operate Vehicle for Hire	Schedule 2, 4.1(b)	\$400.00
94	Owner – permit Owner Plate to be used on other vehicle	Schedule 2, 4.1(c)	\$400.00
95	Owner – permit Driver – Operate Vehicle for Hire – more than 14 hours	Schedule 2, 4.1(d)	\$200.00
96	Owner – Operate Vehicle for Hire with mechanical defects	Schedule 2, 4.1(e)	\$400.00
97	Owner – Operate Vehicle for Hire in affiliation with Broker not licensed	Schedule 2, 4.1(f)	\$400.00
98	Owner – Operate Vehicle for Hire without insurance	Schedule 2, 4.1(g)	\$1000.00
99	Owner – Operate Vehicle for Hire – not in compliance with regulations	Schedule 2, 4.1(h)	\$400.00
100	Owner – Operate Vehicle for Hire – not in compliance with operational standards	Schedule 2, 4.1(i)	\$400.00
101	Cab Owner – fail to maintain Cab in operation – 120 days	Schedule 2, 4.2(a)	\$400.00
102	Accessible Cab Owner – fail to maintain Accessible Cab in operation – 120 days	Schedule 2, 4.2(a)	\$400.00
103	Cab Owner – permit Cab to be Operated – Cab Meter defective	Schedule 2, 4.2(b)	\$200.00
104	Accessible Cab Owner – permit Accessible Cab to be Operated – Cab Meter defective	Schedule 2, 4.2(b)	\$200.00
105	Broker – fail to keep record of Vehicle for Hire	Schedule 3, 2.1(a)	\$200.00
106	Broker – fail to ensure Driver or Owner complies with By-law, to wit:	Schedule 3, 2.1(b)	\$200.00
107	Broker – fail to maintain record of Orders	Schedule 3, 2.1(c)	\$200.00
108	Broker – fail to comply with records regulations	Schedule 3, 2.1(d)	\$500.00
109	Broker – fail to carry on Brokerage 24/7	Schedule 3, 2.1(e)	\$400.00
110	Broker – fail to inform passenger – anticipated arrival at pick-up	Schedule 3, 2.1(f)	\$200.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
111	Broker – fail to notify Licence Manager – addition or deletion of Vehicle for Hire from Fleet	Schedule 3, 2.1(g)	\$200.00
112	Broker Dispatching Accessible Cabs – fail to give priority for Persons with Disabilities	Schedule 3, 2.1(h)(i)	\$400.00
113	Broker Dispatching Accessible Private Vehicles for Hire – fail to give priority for Persons with Disabilities	Schedule 3, 2.1(h)(i)	\$400.00
114	Broker Dispatching Accessible Cabs – fail to record number of Trips	Schedule 3, 2.1(h)(ii)	\$200.00
115	Broker Dispatching Accessible Private Vehicles for Hire – fail to record number of Trips	Schedule 3, 2.1(h)(ii)	\$200.00
116	Broker – fail to ensure each Vehicle for Hire equipped to accept credit and debit card payments	Schedule 3, 2.1(i)	\$200.00
117	Broker – fail to ensure each Vehicle for Hire equipped with GPS	Schedule 3, 2.1(j)	\$200.00
118	Licensed Broker – dispatch Driver – not Licensed	Schedule 3, 3.1(a)	\$1000.00
119	Licensed Broker – dispatch Vehicle for Hire – owner not Licensed	Schedule 3, 3.1(b)	\$1000.00
120	Licensed Broker – mobile payment app – fail to communicate to Passenger full Trip amount prior to start	Schedule 3, 3.1(c)(i)	\$200.00
121	Licensed Broker – mobile payment app – fail to receive acceptance of full Trip amount from Passenger prior to start	Schedule 3, 3.1(c)(ii)	\$200.00
122	Licensed Broker – mobile payment app – charge payment for Trip for amount other than as communicated and accepted by Passenger prior to start	Schedule 3, 3.1(d)	\$200.00
123	Licensed Broker – dispatch Vehicle for Hire – not in compliance with regulations	Schedule 3, 3.1(e)	\$200.00
124	Licensed Transportation Network Company Broker – Dispatch Cab, Accessible Cab or Limousine	Schedule 3, 3.2	\$500.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

Schedule “A-20”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Abandoned Refrigerator, Freezer & Containers
By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Leave (<u>ice-box / refrigerator / freezer</u>) upon land in accessible place without (<u>removing locks and doors / taking measures to prevent persons from being trapped</u>) to wit:	1.1	\$200.00
2	Keep (<u>ice-box / refrigerator / freezer</u>) upon land in accessible place without (<u>removing locks and doors / taking measures to prevent persons from being trapped</u>) to wit:	1.1	\$200.00
3	Permit (<u>ice-box / refrigerator / freezer</u>) upon land in accessible place without (<u>removing locks and doors / taking measures to prevent persons from being trapped</u>) to wit:	1.1	\$200.00
4	Leave container upon land in accessible place without (<u>removing locks and doors / taking measures to prevent persons from being trapped</u>) to wit:	1.1	\$200.00
5	Keep container upon land in accessible place without (<u>removing locks and doors / taking measures to prevent persons from being trapped</u>) to wit:	1.1	\$200.00
6	Permit container upon land in accessible place without (<u>removing locks and doors / taking measures to prevent persons from being trapped</u>) to wit:	1.1	\$200.00
7	Dispose of (<u>ice-box / refrigerator / freezer / container</u>) upon land without removing locks and doors, to wit:	1.2	\$200.00
8	Abandon (<u>ice-box / refrigerator / freezer / container</u>) upon land without removing locks and doors, to wit:	1.2	\$200.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

**Schedule “A-21”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Municipal Waste & Resource Materials
Collection By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Place municipal waste upon roadway	10.1	\$75.00
2	Place municipal waste at collection point prior to 6:00 PM on the day prior to collection	10.2	\$75.00
3	Place non-collectable waste at collection point	10.5	\$75.00
4	Fail to maintain collection point free of municipal waste	10.9	\$75.00
5	Failed to maintain boulevard free of municipal waste	10.9.1	\$75.00
6	Fail to maintain a waste collection receptacle enclosure	10.10	\$75.00
7	Package waste in a manner that presents a hazard	10.11	\$75.00
8	Remove recyclable material placed at collection point	10.12	\$75.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

**Schedule “A-22”
Administrative Monetary Penalty System By-Law
Penalty Schedule for Streets By-law**

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table set out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table set out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Cause (<u>obstruction / encumbering / injuring / fouling</u>) of any street	2.1	\$150.00
2	Permit (<u>obstruction / encumbering / injuring / fouling</u>) of any street	2.1	\$150.00
3	Make excavation upon street	2.2	\$420.00
4	Place (<u>object / structure</u>) (<u>upon / under / over</u>) street	2.3	\$420.00
5	Construct (<u>object / structure</u>) (<u>upon / under / over</u>) street	2.3	\$420.00
6	Maintain (<u>object / structure</u>) (<u>upon / under / over</u>) street	2.3	\$420.00
7	Throw any (<u>dirt / rubbish / snow / refuse</u>) upon street	2.4	\$300.00
8	Place any (<u>dirt / rubbish / snow / refuse</u>) upon street	2.4	\$300.00
9	Deposit any (<u>dirt / rubbish / snow / refuse</u>) upon street	2.4	\$300.00
10	Remove (<u>plant / earth / material</u>) from street	2.5	\$150.00
11	Cause nuisance in street by (<u>fire / water / vapour / noise / any means whatsoever</u>)	2.6	\$150.00
12	Construct (<u>gate / door</u>) which (<u>opens / swings</u>) over street	2.7	\$150.00
13	Maintain (<u>gate / door</u>) which (<u>opens / swings</u>) over street	2.7	\$150.00
14	Conduct activity which interferes with (<u>public travel / use of street</u>)	2.8	\$450.00
15	Post (<u>notice / sticker / placard / advertisement</u>) (<u>in / upon</u>) street	2.9	\$150.00
16	Sell any goods on (<u>street / public highway</u>)	2.10.1	\$150.00
17	Display any goods on (<u>street / public highway</u>)	2.10.1	\$150.00
18	Offer to sell any goods on (<u>street / public highway</u>)	2.10.1	\$150.00
19	Operate motor vehicle along bicycle path	2.11	\$150.00
20	Operate (<u>motor vehicle / bicycle</u>) along sidewalk	2.12	\$150.00
21	While operating bicycle on sidewalk, impede passage of (<u>pedestrian / mobility device</u>)	2.13(1)	\$150.00
22	While operating bicycle on sidewalk, fail to yield right-of-way to (<u>pedestrian / mobility device</u>)	2.13(2)	\$150.00
23	Operate (<u>crane / boom / other equipment</u>) above street	2.14	\$150.00
24	Carry on retail sales in vicinity of cenotaph	3.1	\$150.00
25	Remove (<u>barricade / device / detour sign / notice</u>)	7.4	\$300.00
26	Deface (<u>barricade / device / detour sign / notice</u>)	7.4	\$150.00
27	Unlawfully use street closed to traffic	7.4	\$450.00

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
28	Deposit (<u>snow / ice</u>) upon (<u>sidewalk / roadway</u>)	8.2(a)	\$150.00
29	Cause to be deposited (<u>snow / ice</u>) upon (<u>sidewalk / roadway</u>)	8.2(a)	\$150.00
30	Move (<u>snow / ice</u>) to (<u>boulevard / sidewalk / roadway</u>)	8.3(a)	\$150.00
31	Cause to be moved (<u>snow / ice</u>) to (<u>boulevard / sidewalk / roadway</u>)	8.3(b)	\$150.00
32	Fail to remove (<u>icicles / snow / ice</u>) from (<u>building / structure / sign</u>)	8.6(a)	\$150.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

Bill No. 182
2021

By-law No. A-56-21_____

A by-law to amend By-law No. A-56 being “A by-law to provide for Various Fees and Charges” by adding fees related to the London Hefty® EnergyBag® Pilot Project and the Bike Lockers Pilot Project.

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

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

AND WHEREAS section 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 section 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1);

AND WHEREAS section 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees or charges on persons:

- (a) for services and activities provided or done by or on behalf of it;
- (b) for costs payable by it for services and activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. Schedules 1 and 2 of By-law A-56 entitled “A By-law to provide for Various Fees and Charges” be amended in the Environmental Services Grouping by adding the following new fee under “Recycling & Composting”:

“London Hefty® EnergyBag® Pilot Project - \$5.00 per box of 20 bags (including HST) effective May 4, 2021 to April 30, 2022”

2. Schedules 1 and 2 of By-law A-56 entitled “A by-law to provide for Various Fees and Charges” be amended in the Environmental Services Grouping by adding the following fees effective May 4, 2021 to April 30, 2022:

Bike Lockers Pilot Project Rental Fees

Hourly Rental Rate

Free for the first 2 hours; then \$0.50/ per hour.

Maximum 24 hours. Then resets for new rental period.

Monthly Rental Rate

\$20 per month.

\$100 deposit to obtain key; refundable upon return.
Rental applications and payments are processed through the City Clerk's Office
at City Hall.

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

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 183
2021

By-law No. B-1-21_____

A by-law to amend By-law No. B-1 referred to as Naming of Highways and Numbering of Buildings & Lots By-law, to amend Part 7.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. B-1 with respect to contraventions of designated by-laws;

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

1. That Part 7 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 184
2021

By-law No. C.P.-1284()-__

A by-law to amend the Official Plan for the City of London, 1989 relating 1918 to 2304 and 2005 to 2331 Kilally Road excluding 2065 Kilally Road.

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

1. Amendment No. # to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To change the designation of 1918 to 2304 and 2005 to 2331 Kilally Road (excluding 2065 Kilally Road) described herein from Urban Reserve Community Growth, Multi-family Medium Density Residential and Environmental Review designations, to an Open Space designation and from an Open Space Designation and Low Density Residential to an Environmental Review designation on Schedule "A", Land Use, to the Official Plan for the City of London.
2. To apply an "Environmentally Significant Area" (ESA) delineation on Schedule "B-1", (Flood Plain and Environmental Features) to the Official Plan for the City of London.
3. To add "Unevaluated Wetlands and Unevaluated Vegetation Patches" on Schedule "B-1" (Flood Plain and Environmental Features) to the Official Plan for the City of London.

B. LOCATION OF THIS AMENDMENT

1. This Amendment applies to 1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road, in the City of London.

C. BASIS OF THE AMENDMENT

Based on more detailed information that has been made available through the completion of the Kilally South, East Basin, Environmental Impact Study, the final land use designations and Natural Heritage features can now be accurately confirmed in the Official Plan.

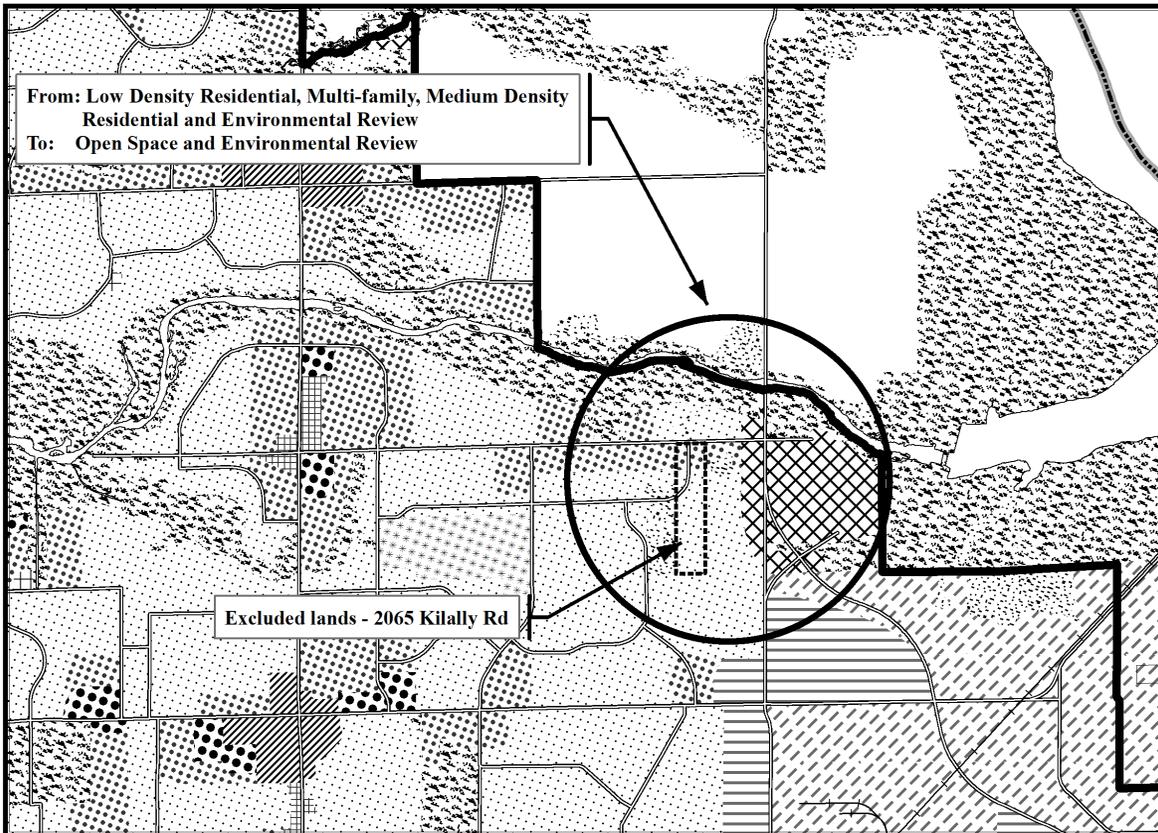
D. THE AMENDMENT

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 within the Kilally South, East Basin Environmentally Significant Area in the City of London, as indicated on "Schedule 1" attached hereto from an Urban Reserve Community Growth, Multifamily Medium Density Residential and Environmental Review designations, to an Open Space designation and from a Low Density Residential designation to an Environmental Review designation.
2. Schedule "B-1" Flood Plain and Environmental Features, to the Official Plan for the City of London Planning Area is amended by changing the delineation to the lands identified as the Kilally South, East Basin Environmentally Significant Area that are designated Open Space as amended above as Environmentally Significant Area as indicated on "Schedule 2" attached hereto.
3. Schedule "B-1" Flood Plain and Environmental Features, to the Official Plan for the City of London Planning Area is amended by adding Unevaluated Wetlands and Unevaluated Vegetation Patches as indicated on "Schedule 2" attached hereto.

Schedule "1"

AMENDMENT NO:



Legend

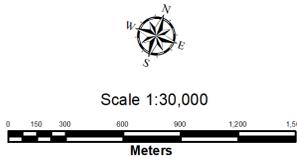
Downtown	Multi-Family, Medium Density Residential	Office Business Park
Wonderland Road Community Enterprise Corridor	Low Density Residential	General Industrial
Enclosed Regional Commercial Node	Office Area	Light Industrial
New Format Regional Commercial Node	Office/Residential	Commercial Industrial
Community 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.

SCHEDULE 1 TO OFFICIAL PLAN

AMENDMENT NO. _____

PREPARED BY: Graphics and Information Services



FILE NUMBER: OZ-9275

PLANNER: CS

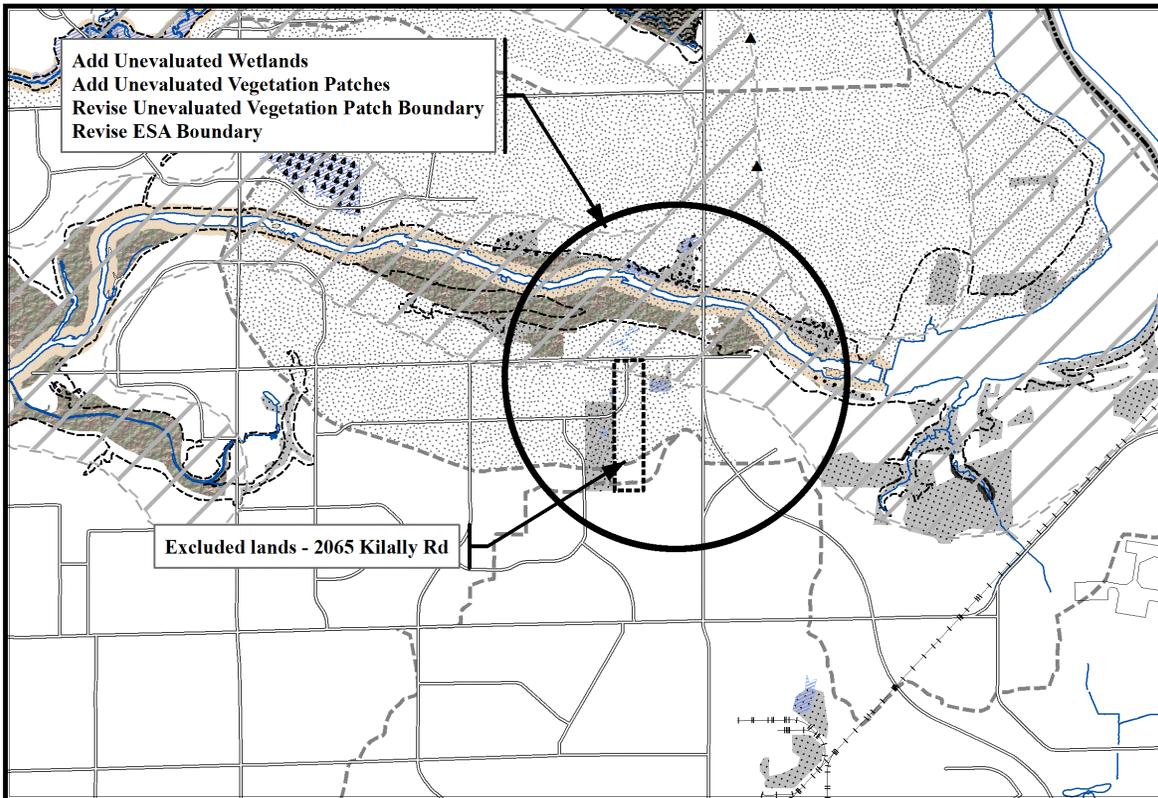
TECHNICIAN: MB

DATE: 2021/02/25

PROJECT LOCATION: e:\planning\projects\p_officialplan\work\consolidations\amendments\oz-8310\mxd\scheduleA_b&w_8x11_with_SWAP.mxd

Schedule "2"

AMENDMENT NO:



NATURAL HERITAGE SYSTEM

- ESAs
- Potential ESAs
- Significant Woodlands
- Woodlands
- Unevaluated Vegetation Patches
- Significant River, Stream, and Ravine Corridors
- Unevaluated Stream and Ravine Corridors
- Provincially Significant Wetlands
- Locally Significant Wetlands
- Unevaluated Wetlands
- Potential Naturalization Areas
- Potential Upland Corridors
- Ground Water Recharge Areas

NATURAL HAZARDS

- Maximum Hazard Line
NOTE 1: Hazard Lines shown on this map are approximate. The precise delineation of hazard line mapping available from the Conservation Authority having jurisdiction.
NOTE 2: Flood Fringe mapping for certain areas of the city is available from the Upper Thames River Conservation Authority.

Base Map Features

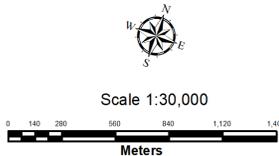
- Railways
- Water Courses/Ponds
- Streets (refer to Schedule "C")
- Conservation Authority Boundary
- Subwatershed Boundary
- Big Picture Meta-Cores and Meta-Corridors

This is an excerpt from the Planning Division's working consolidation of Schedule B1 to the City of London Official Plan, with added notations.

SCHEDULE ##### TO OFFICIAL PLAN

AMENDMENT NO. _____

PREPARED BY: Graphics and Information Services



FILE NUMBER: OZ-9275

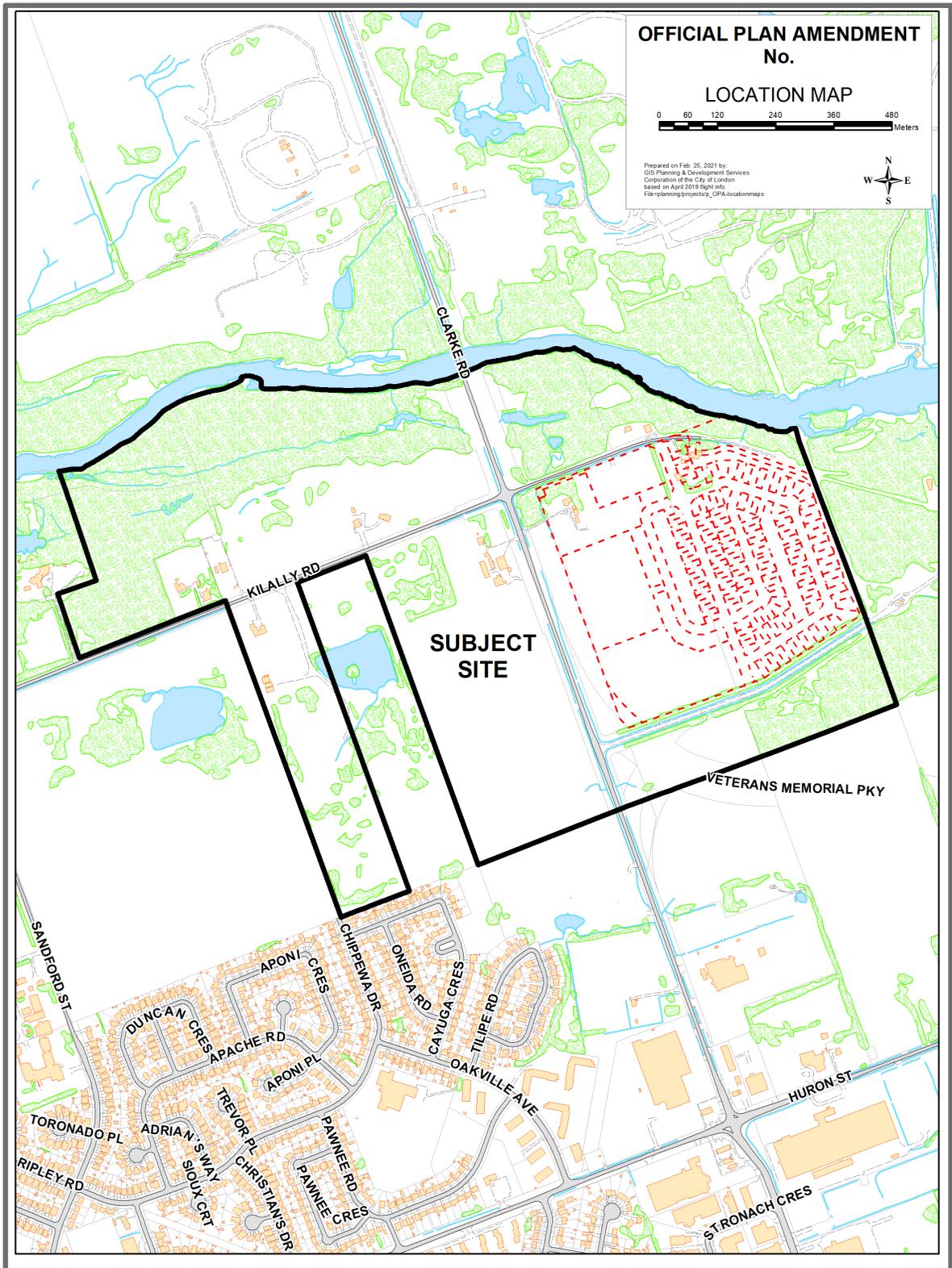
PLANNER: CS

TECHNICIAN: MB

DATE: 2021/02/25

PROJECT LOCATION: e:\planning\projects\p_officialplan\work\conso\00\amendments\?????\mxd\scheduleB1_b&w_8x11_with_SWAP.mxd

Location Map



Bill No. 185
2021

By-law No. C.P.-1284()-__

A by-law to amend the Official Plan for the City of London, 1989 relating to 526 Oxford Street East.

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

1. Amendment No. # to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. The purpose of this Amendment is to add a policy in Section 10.1.3 of the Official Plan for the City of London to permit personal service use.

B. LOCATION OF THIS AMENDMENT

1. This Amendment applies to lands located at 526 Oxford Street East in the City of London.

C. BASIS OF THE AMENDMENT

The site-specific amendment allows for a mixed-use building with medical/dental office and personal services uses, while retaining the underlying Multi Family Medium Density Residential designation. The change in land use is appropriate for the site and compatible with the surrounding neighbourhood.

D. THE AMENDMENT

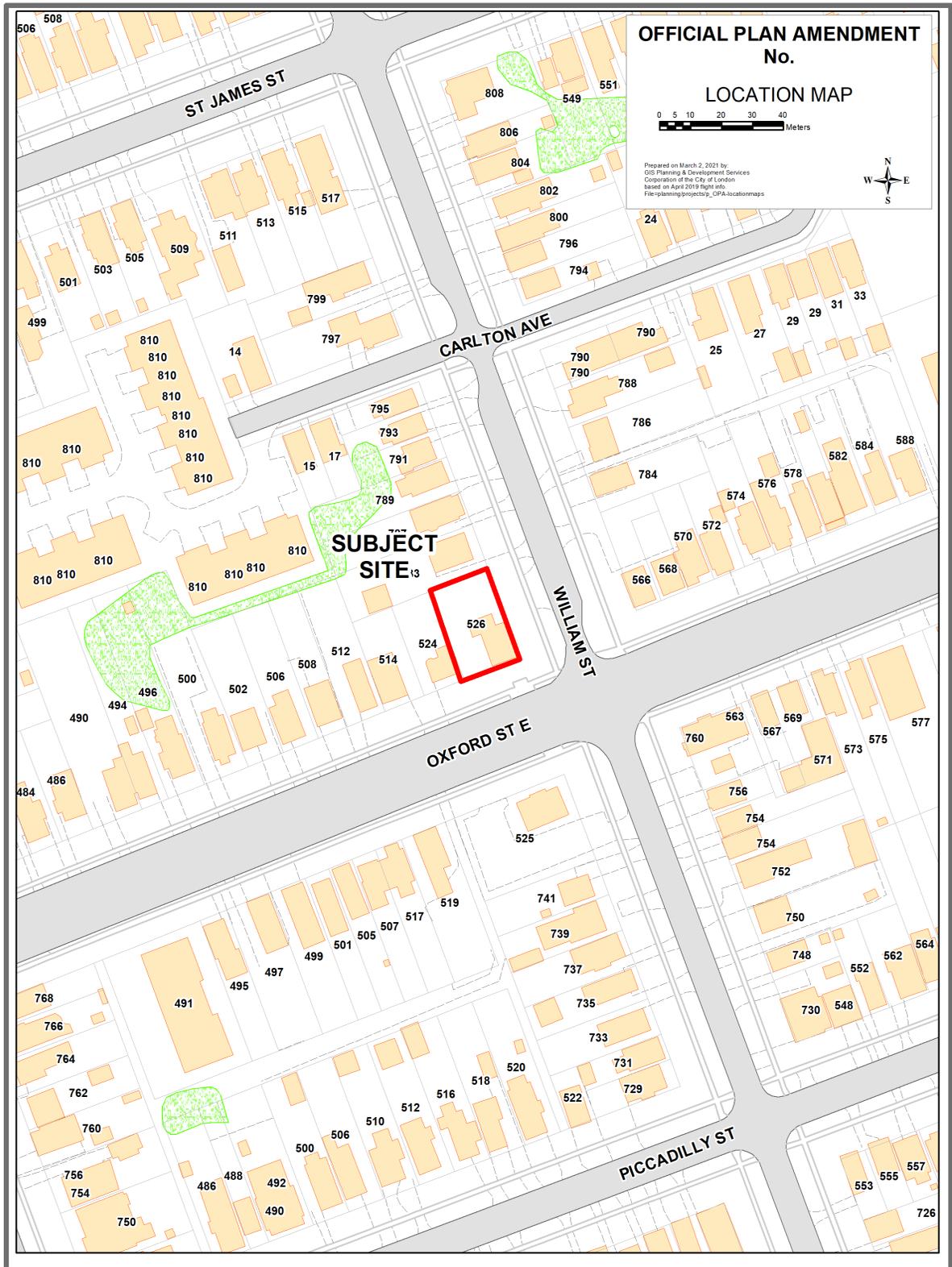
The Official Plan for the City of London is hereby amended as follows:

1. Section 10.1.3 – Policies for Specific Areas of the Official Plan for the City of London is amended by adding the following:

526 Oxford Street East

A personal service establishment is permitted with a maximum 140m² floor area

Location Map



Bill No. 186
2021

By-Law No. C.P.-1467(__)-__

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 adding in its entirety, Schedule 3 – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1356-234 to designate the Downtown Community Improvement Project Areas;

AND WHEREAS Municipal Council adopted By-law C.P. 1357-249 to adopt the Downtown Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1467-175 to establish financial incentives for the Downtown Community Improvement Project Areas;

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

1. By-law C.P.-1467-175, as amended, is hereby amended by adding in its entirety, Schedule 3 – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule 3 – The Recovery Grant Program Guidelines

Downtown Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the Downtown Recovery Grant Program provided by the City of London (“City”) through the Downtown Community Improvement Plan.

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How to Read this Document

This document identifies the responsibility of each stakeholder in the Downtown Recovery Grant Program.

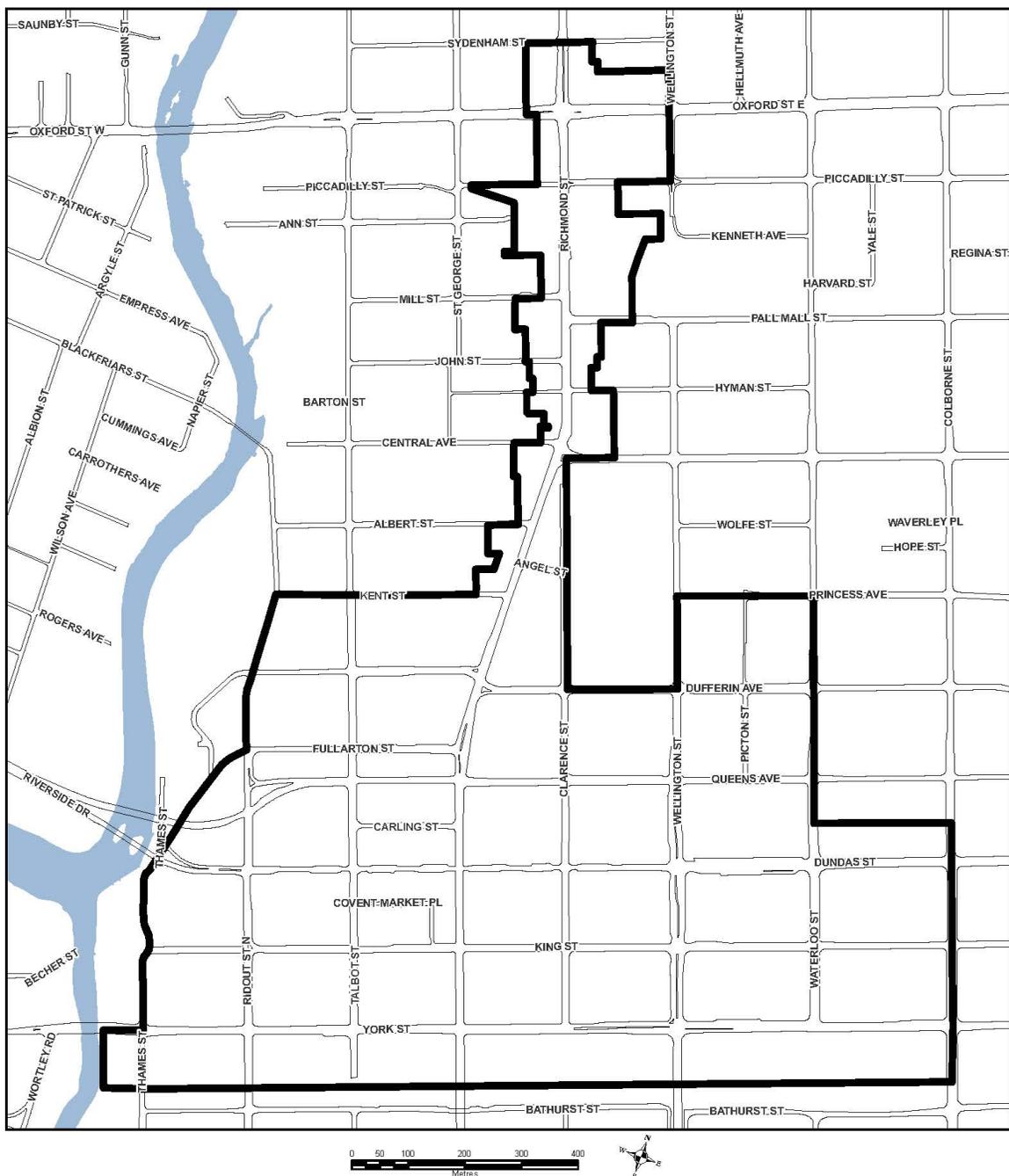
Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the Downtown Community Improvement Project Area (Map 1).

Map 1 – Downtown Community Improvement Project Area

Figure 1

THE DOWNTOWN COMMUNITY IMPROVEMENT AREA



Document Path: E:\Planning\Projects\p_BIAs\DowntownCIPExpansion\projects\Downtown_CIP_Area_July2017_Bx11.mxd

Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the Downtown Community Improvement Project Area
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase the visual attractiveness (“curb appeal”) and to fix or prevent damage related to

vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The Downtown community improvement project area will initially receive \$70,000 in funding for the first submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the Downtown Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the *applicant* will be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the Downtown Community Improvement Project Areas as defined in the Downtown Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff and/or Downtown London BIA staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London and/or Downtown London Business Improvement Area who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications may be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

Confirmation Phase

Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

Inspection of Complete Works

City staff will review the completed *approved works* to ensure they have been completed as approved. This is not a building permit inspection and does not replace the need for a building permit.

Grant Application Refusal and Appeal

If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the Downtown Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease. This program is monitored to ensure it implements the goals and objectives of *The London Plan* and the Downtown Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the Downtown Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the Downtown Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the Downtown Community Improvement Plan have been met and used to help complete the biennial State of the Downtown Report or other similar report:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

Grant Agreement Template

Downtown Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

Downtown Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Conditions:

1. The applicant(s) for a Downtown Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The Downtown Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

Downtown Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the Downtown Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the Downtown Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Bill No. 187
2021

By-Law No. C.P.-1468(__)-__

A by-law to amend C.P.-1468-176, as amended, being "A By-law to establish financial incentives for the Old East Village Community Improvement Project Area" by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1443-249 to designate the Old East Village Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1444-250 to adopt the Old East Village Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1468-176 to establish financial incentives for the Old East Village Community Improvement Project Area;

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

1. By-law C.P.-1468-176, as amended, is hereby amended by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule 2 – The Recovery Grant Program Guidelines

Old East Village Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the Old East Village Recovery Grant Program provided by the City of London (“City”) through the Old East Village Community Improvement Plan.

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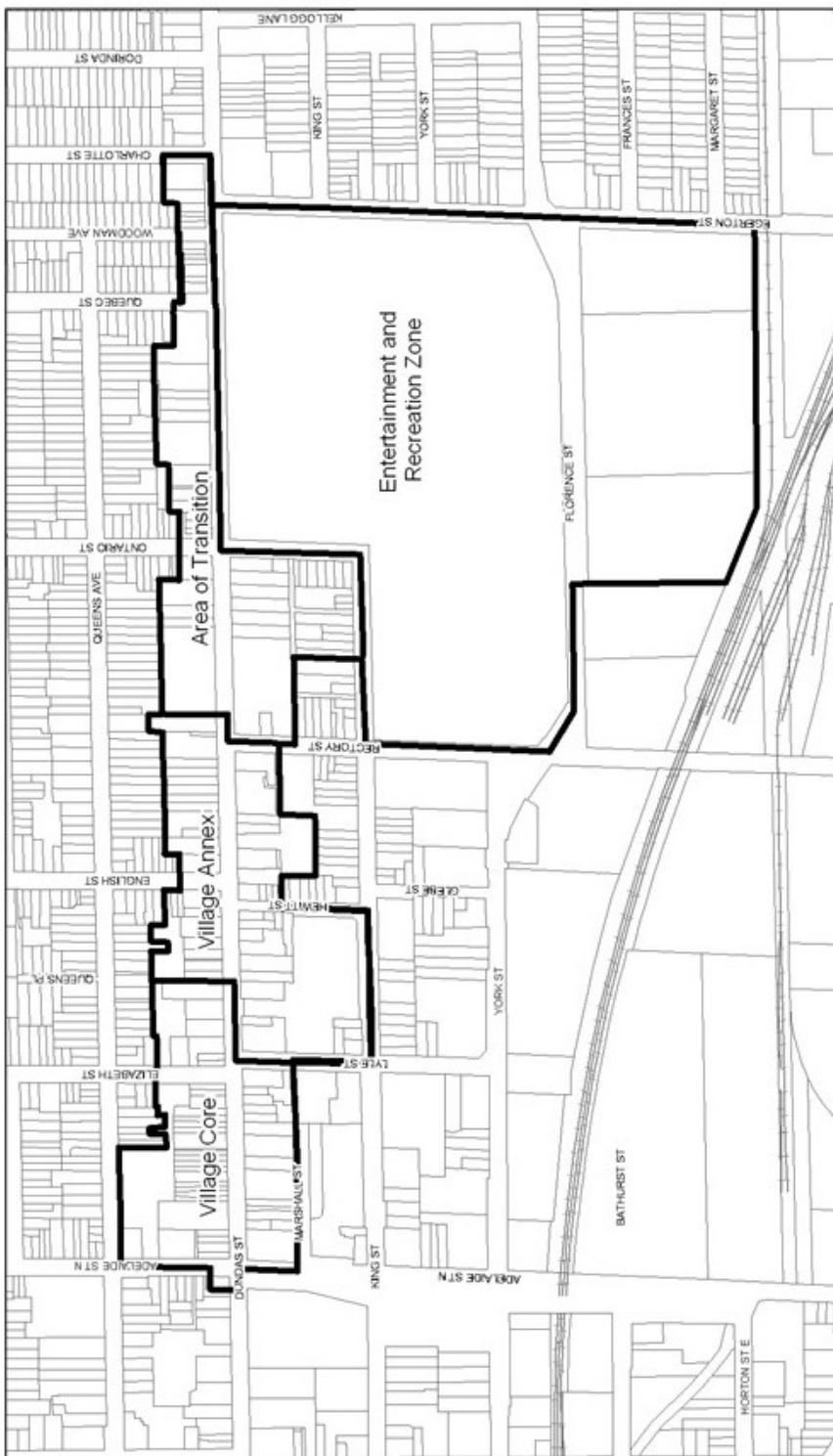
How to Read this Document

This document identifies the responsibility of each stakeholder in the Old East Village Recovery Grant Program.

Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the Old East Village Community Improvement Project Area (Map 1), excluding the Entertainment and Recreation Zone.

Map 1 – Old East Village Community Improvement Project Area



Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the Old East Village Community Improvement Project Area
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency Repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency Repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase the visual attractiveness (“curb appeal”) and to fix or prevent damage related to

vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The Old East Village community improvement project area will initially receive \$39,000 in funding for the first Recovery Grant submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the Old East Village Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the *applicant* will

be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the Old East Village Community Improvement Project Area as defined in the Old East Village Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff and/or Old East Village BIA staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London and/or Old East Village Business Improvement Area who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications may be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

Confirmation Phase

Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

Inspection of Complete Works

City staff will review the completed *approved works* to ensure they have been completed as approved. This is not a building permit inspection and does not replace the need for a building permit.

Grant Application Refusal and Appeal

If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the Old East Village Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease. This program is monitored to ensure it implements the goals and objectives of *The London Plan* and the Old East Village Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the Old East Village Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the Old East Village Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the Old East Village Community Improvement Plan have been met:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

Grant Agreement Template

Old East Village Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

Old East Village Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Conditions:

1. The applicant(s) for an Old East Village Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The Old East Village Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

Old East Village Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the Old East Village Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the Old East Village Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Bill No. 188
2021

By-Law No. C.P.-1481(__)-__

A by-law to amend C.P.- 1481-176, as amended, being "A By-law to establish financial incentives for the SoHo Community Improvement Project Area" by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1479-174 to designate the SoHo Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1480-175 to adopt the SoHo Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1481-176 to establish financial incentives for the SoHo Community Improvement Project Area;

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

1. By-law C.P.-1481-176, as amended, is hereby amended by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule 2 – The Recovery Grant Program Guidelines

SoHo Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the SoHo Recovery Grant Program provided by the City of London (“City”) through the SoHo Community Improvement Plan.

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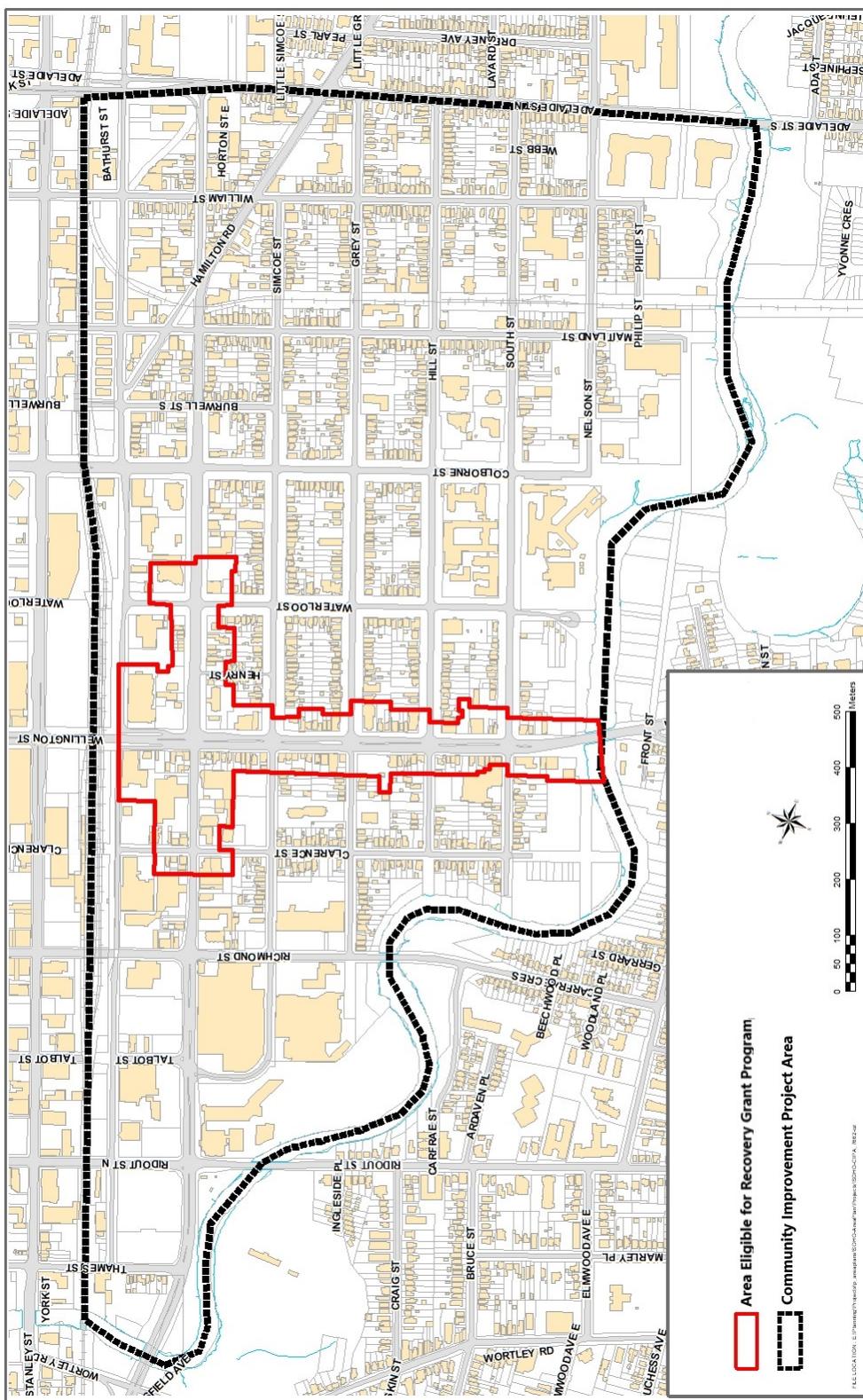
How to Read this Document

This document identifies the responsibility of each stakeholder in the SoHo Recovery Grant Program.

Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the SoHo Community Improvement Project Area (Map 1).

Map 1 – SoHo Community Improvement Project Area



Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the SoHo Community Improvement Project Area
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency Repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency Repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase the visual attractiveness (“curb appeal”) and to fix or prevent damage related to

vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The SoHo community improvement project area will initially receive \$45,000 in funding for the first submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the SoHo Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the *applicant* will be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the SoHo Community Improvement Project Area as defined in SoHo Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London, who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications may be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

Confirmation Phase

Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

Inspection of Complete Works

City staff will review the completed *approved works* to ensure they have been completed as approved. This is not a building permit inspection and does not replace the need for a building permit.

Grant Application Refusal and Appeal

If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the SoHo Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease. This program is monitored to ensure it implements the goals and objectives of *The London Plan* and the SoHo Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the SoHo Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the SoHo Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the SoHo Community Improvement Plan have been met:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

Grant Agreement Template

SoHo Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

SoHo Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Conditions:

1. The applicant(s) for a SoHo Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The SoHo Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

SoHo Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the SoHo Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the SoHo Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Bill No. 189
2021

By-Law No. C.P.-1527(__)-__

A by-law to amend C.P.- 1527-248, as amended, being “A By-law to establish financial incentives for the Hamilton Road Area Community Improvement Project Area” by adding in its entirety, Schedule B – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1522-112 to designate the Hamilton Road Area Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1523-113 to adopt the Hamilton Road Area Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1527-248 to establish financial incentives for the Hamilton Road Area Community Improvement Project Area;

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

1. By-law C.P.-1527-248, as amended, is hereby amended by adding in its entirety, Schedule B – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule B – The Recovery Grant Program Guidelines

Hamilton Road Area Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the Hamilton Road Area Recovery Grant Program provided by the City of London (“City”) through the Hamilton Road Area Community Improvement Plan.

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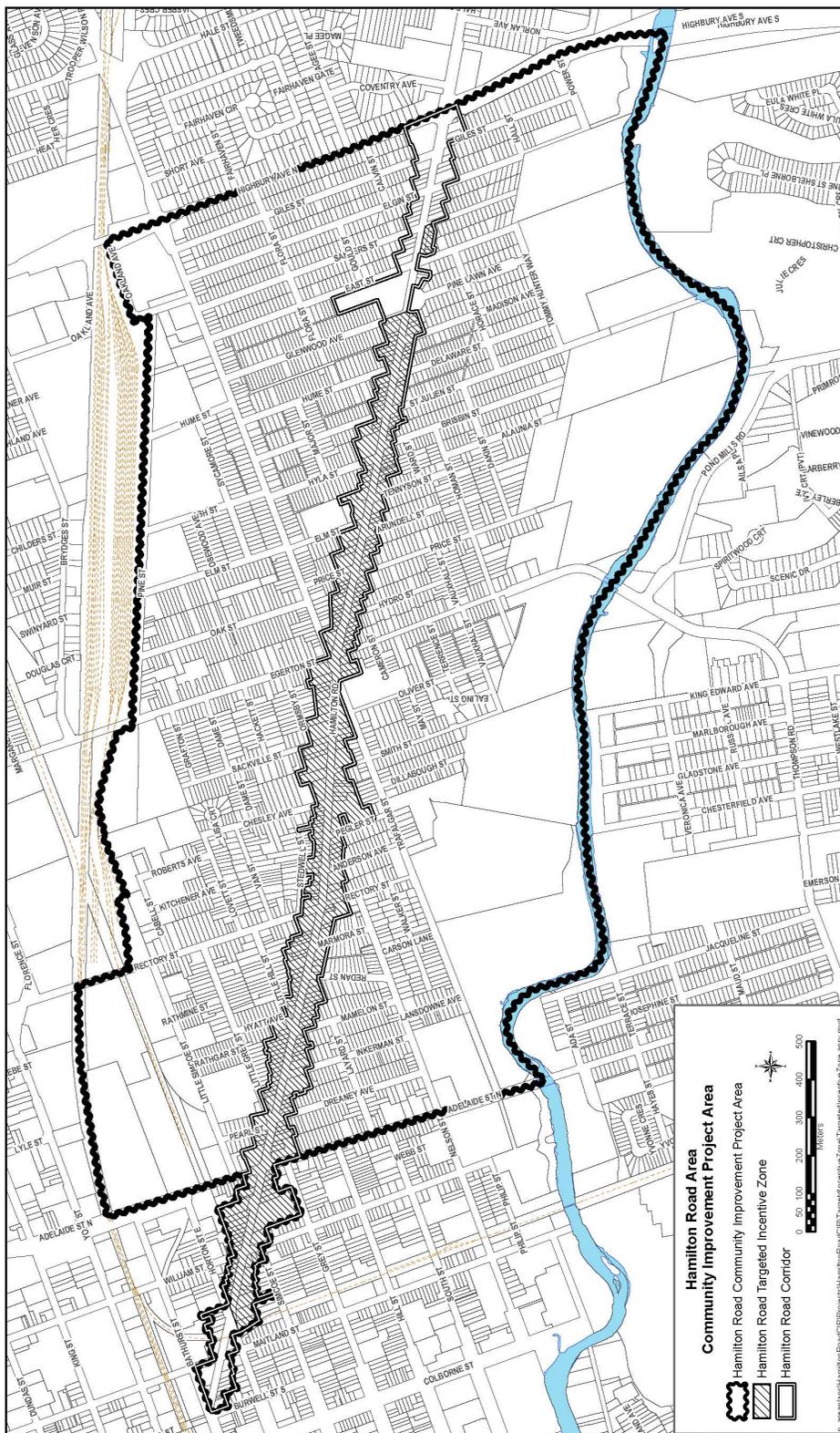
How to Read this Document

This document identifies the responsibility of each stakeholder in the Hamilton Road Area Recovery Grant Program.

Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the Hamilton Road Area Community Improvement Project Area – Hamilton Road Corridor (Map 1)

Map 1 – Hamilton Road Area Community Improvement Project Area



Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the Hamilton Road Area Community Improvement Project Area – Hamilton Road Corridor
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency Repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency Repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase the visual attractiveness (“curb appeal”) and to fix or prevent damage related to

vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The Hamilton Road Area community improvement project area will initially receive \$40,000 in funding for the first submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the Hamilton Road Area Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the *applicant* will

be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the Hamilton Road Area Community Improvement Project Area – Hamilton Road Corridor as defined in Hamilton Road Area Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff and/or Hamilton Road BIA staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London and/or Hamilton Road BIA, who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications will be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

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Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

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If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the Hamilton Road Area Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease. This program is monitored to ensure it implements the goals and objectives of *The London Plan* and the Hamilton Road Area Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the Hamilton Road Area Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the Hamilton Road Area Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the Hamilton Road Area Community Improvement Plan have been met:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

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Hamilton Road Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

Hamilton Road Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Conditions:

1. The applicant(s) for a Hamilton Road Area Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The Hamilton Road Area Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

Hamilton Road Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the Hamilton Road Area Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the Hamilton Road Area Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Bill No. 190
2021

By-Law No. C.P.-1539(__)-__

A by-law to amend C.P.- 1539-220, as amended, being “A By-law to establish financial incentives for the Lambeth Area Community Improvement Project Area” by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines

WHEREAS by subsection 28(2) of the Planning Act, R.S.O. 1990, c. P. 13, as amended, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area as a community improvement project area;

AND 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 London Plan, 2016, the Official Plan for the City of London, contains provisions relating to community improvement within the city;

AND WHEREAS Municipal Council adopted By-law C.P. 1537-218 to designate the Lambeth Area Community Improvement Project Area;

AND WHEREAS Municipal Council adopted By-law C.P. 1538-219 to adopt the Lambeth Area Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1539-220 to establish financial incentives for the Lambeth Area Community Improvement Project Area;

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

1. By-law C.P.-1539-220, as amended, is hereby amended by adding in its entirety, Schedule 2 – The Recovery Grant Program Guidelines;
2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule 2 – The Recovery Grant Program Guidelines

Lambeth Area Community Improvement Plan – Recovery Grant Program Guidelines

* Effective May 4, 2021 *

These program guidelines provide details on the Lambeth Area Recovery Grant Program provided by the City of London (“City”) through the Lambeth Area Community Improvement Plan.

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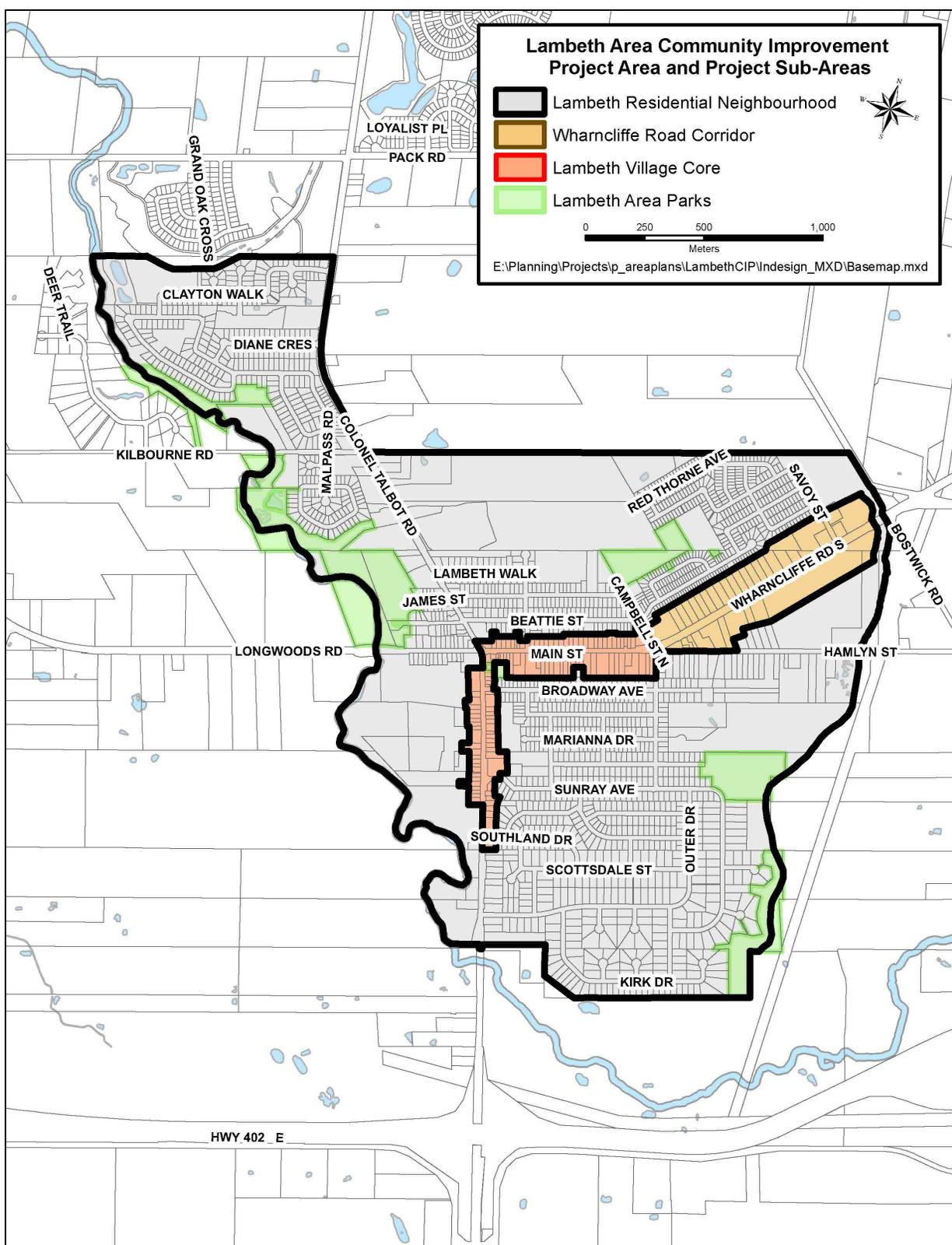
How to Read this Document

This document identifies the responsibility of each stakeholder in the Lambeth Area Recovery Grant Program.

Applicant indicates the person who is applying for the grant (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing the task. **CL** indicates that a City of London staff member is responsible for that task.

The Recovery Grant Program is available to property owners, tenants, and business owners (or agent acting on behalf of the property owner, tenant, or business owner) who are eligible to make property modifications in the Lambeth Area Community Improvement Project Area – Wharnccliffe Road Corridor and Lambeth Village Core (Map 1).

Map 1 – Lambeth Area Community Improvement Project Area



Definitions

Approved Work(s) – The materials, labour, and/or effort made to improve a property that has been determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person (for example, the property owner, tenant, business owner, or agent acting on behalf of the property owner, tenant, or business owner) who applies for the Recovery Grant Program.

CL – City of London staff member.

Commitment Letter – A document prepared by the City of London outlining its commitment to a property owner to provide a future grant, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of *approved works* that the property owner will undertake to receive the grant and specifies the time length of the City's commitment.

Complete Application – Includes a completed application form for the Recovery Grant Program, and includes the following information:

- Name and address of the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner)
- A letter from the property owner authorizing that the *applicant* (if different from the property owner) is permitted to make modifications to the building
- Confirmation that the address is within the Lambeth Area Community Improvement Project Area – Wharncliffe Road Corridor or Lambeth Village Core
- Complete drawings indicating the property modifications to be undertaken
- Itemized list of specific property modifications
- Two (2) comparable quotations by qualified contractors showing cost estimates for the proposed works which are required to be included in the incentive application. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required). For *Emergency Repairs*, only one paid receipt/invoice is required
- Photographs of the *discrete building* being considered for improvements
- A cover letter that summarizes the property modifications to be completed and summarizes the provided quotations
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications
- A copy of the Building Permit (if required)
- A copy of the Heritage Alteration Permit (if required)
- Any other information that may be deemed necessary by the City Planner or designates

Discrete building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a *discrete building*, the structure will have a distinct municipal address.

Emergency Repairs – Means repairs completed on or after May 4, 2021, to immediately secure discrete building damage caused by vandalism, until the identified permanent solution indicated in the grant application is executed.

Purpose

In support of business and property owners during the COVID-19 pandemic, the Recovery Grant Program is intended to reduce the financial burden on business and property owners who want to make modifications to private property because of the increased health and safety requirements related to the pandemic. This program is also available to assist with exterior property modifications to improve façades to increase the visual attractiveness (“curb appeal”) and to fix or prevent damage related to

vandalism. This program grants up to 100 percent of the total cost of the property modifications, up to a maximum of \$5,000 per *discrete building*.

Health, safety, and visual attractiveness improvements can make for a more welcoming space and create a more vibrant urban environment.

Funding

Municipal Council has approved \$250,000 in total funding for the Recovery Grant Program.

The Lambeth Area community improvement project area will initially receive \$45,000 in funding for the first submission window. The total amount of funding for the community improvement project area may increase or decrease depending on the number of applications received from all five eligible community improvement project areas.

Once the total funding is exhausted the Recovery Grant Program will conclude.

Eligible Works

Eligible works that will be granted through the Recovery Grant Program include costs associated with the modification or installation of the following improvements:

- Exterior lighting
- Street-facing façade windows and/or façade door replacement
- Façade repair (for example, brick repointing, painting, tile replacement, or similar repairs)
- Decorative exterior façade gates
- Interior modifications to improve health and safety because of the COVID-19 pandemic (for example, physical barriers, plexiglass, or other property improvements to improve physical distancing)
- Interior modifications to refresh the property (for example, painting or flooring)
- *Emergency repairs* to secure a discrete building to damage resulting from vandalism when a permanent solution has also been identified
- Other work at the discretion of the City Planner or designates

If the property is located within a Heritage Conservation District and/or individually designated under Part IV of the *Ontario Heritage Act*, and the work requires a Heritage Alteration Permit, grants will only be issued through the Recovery Grant Program if a Heritage Alteration Permit is approved.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence
- Any materials required for an application or licence
- Non-property related improvements, such as hiring of security guards or cleaning staff
- Appliances, cupboards, cabinets, fixtures, furniture, and similar items
- Insurance fees
- Other fees and work at the discretion of the City Planner or designates

Eligibility Criteria

To be eligible for the Lambeth Area Recovery Grant Program, the *applicant* must meet all conditions detailed in this program description.

Applicant Considerations

- The *applicant* can be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the *applicant* will be required to provide authorization in writing from the registered owner as part of a *complete application*

- The *applicant* must not have ever defaulted on any 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
- The Recovery Grant Program will not apply retroactively to work completed prior to the approval of the *complete application* by the City Planner or designates unless (1) for *emergency repairs* as defined, or (2) the approved work is part of an existing approved Upgrade to Building Code Loan application or Façade Improvement Loan application. If the work was previously approved under an existing loan *Commitment Letter* and the loan has not been issued yet, a Recovery Grant can still be issued, and its value will be deducted from the total amount of the loan

Property Considerations

- The property must be located within the Lambeth Area Community Improvement Project Area – Wharncliffe Road Corridor or Lambeth Village Core as defined in Lambeth Area Community Improvement Area By-law (see Map 1)
- There are not any City of London Building Division orders or deficiencies relating to the subject property at the time the grant is issued
- The works applied for under the Recovery Grant Program shall not include any costs for which grants, or loans have been issued under any other City of London Community Improvement Plan financial incentive program
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the other City of London Community Improvement Plans, where eligible

Building Considerations

- Separate applications must be submitted for each *discrete building* on a single property
- The property must contain an existing *discrete building* (occupied or unoccupied)
- Where the entirety of a multi-unit commercial building on one property, which contains separate units, are all under the same ownership, (or with condominium status) each commercial unit will be considered as one *discrete building* for the purpose of this grant program
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall and a distinct municipal address
- Each *discrete building* on each property is eligible for the Recovery Grant Program

General Grant Terms

Application can be made to the program during the funding application window(s) as determined and advertised by the City.

The City is not responsible for any costs incurred by an *applicant* in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the *applicant* is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced, or canceled, and the *applicant* may be required to repay part or all the approved grants.

All the *approved works* under the incentive program must comply with all applicable Provincial regulations and City guidelines, by-laws, policies, procedures, and standards.

If applied for and approved, all *approved works* completed must comply with the description of the works as provided in the Recovery Grant application form and detailed in the City's *Commitment Letter*, with any amendments as approved by the City of London.

This grant does not imply that processes for permits are invalid or unnecessary.

Grant Amount

The property improvements undertaken will be paid back to the *applicant* in the form of a one-time grant to cover 100 percent (100%) of the eligible property modification costs (the *approved works*), up to a maximum of \$5,000.

Grant Distribution

The City will provide the *applicant* with one cheque in the full amount of the approved grant after: (1) the City has completed its due diligence to ensure the *applicant* and property remain eligible for the grant. This includes the *applicant* providing proof that the *approved work* has been paid for in full. (2) City staff has reviewed the completed *approved work* to ensure they have been completed as approved, and (3) the Grant Agreement has been signed.

The City will not provide partial grant amounts or progress payments.

Grant Agreement

The City requires the *applicant* to enter into a Grant Agreement. The City Planner or designate has the authority to execute the Grant Agreement on behalf of the City.

Transferable Grants

If a participating property is sold, in whole or in part, before the grant is issued, the *applicant* and/or the subsequent property owner is not entitled to the outstanding grant (on either the portion sold or retained by the *applicant*). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive the outstanding grant under this program.

Application Process

Expression of Interest

Applicant – It is suggested to contact City of London staff prior to making an application to the Recovery Grant Program.

Consultation Phase

Applicant – The *applicant* contacts the City of London, who, if necessary, will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvements. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the *applicant* is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted.

Service London staff are also available to help with clarifying/applying for applicable permits.

Discussions with City staff are encouraged early in the conceptual phase to ensure proposed improvements comply with City regulations and guidelines, and the proposed improvements are eligible under the incentive program.

Prior to property modifications beginning, the *applicant* must contact Planning and Economic Development to complete the application process.

Application Phase

Applicant – A *complete application* (see Definitions) for the grant program is submitted to the City of London during the initial submission window as advertised. Applications will be reviewed in the order they are received. Applications will be prioritized across all five eligible community improvement project areas to ensure equitable distribution of the Recovery Grant funding. As a result, some applications may be placed on a waitlist.

CL / Applicant – City of London staff will review the application for completeness and inform the *applicant* in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the *approved works*, related costs, and monetary commitment that the City is making to the project. The City's commitment is valid for six months from the date of issuance of the *Commitment Letter* unless the approved work relates to façade improvements for a property in a stretch of road under construction. In that case, the commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted and approved (i.e., the *approved works*).

Six months after the initial submission window has closed, City staff will review to see if any existing grant commitments have lapsed, review the waitlist to determine if additional grants can be released, and/or if a new application window should be opened. At this point, City staff may redistribute funding to one or more community improvement project areas if they are experiencing a large volume of applications.

Applicant – Any subsequent changes to the project will require review and approval by the City.

CL – City staff may visit the subject property and take photographs, both before and after the subject work is completed or ask the *applicant* to provide photos as part of a *complete application*.

Property Modification Phase

Applicant – Having obtained all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for the *approved works* the *applicant* may start to undertake eligible property modifications.

Confirmation Phase

Applicant – The *applicant* will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. Confirmation that related building permits are closed, if applicable, is also required so that the City may begin drafting an agreement.

CL – Before setting up any agreement, City staff must ensure the property modifications, as described in the *Commitment Letter*, are completed and other criteria, as set out in the program guidelines, have been met. This includes ensuring:

- Related costs, or bills respecting the *approved works* are paid in full
- Related building permits are closed (if necessary)
- Compliance with the Heritage Alteration Permit (if necessary)
- The property owner has not previously defaulted on any City loans or grants, and,
- There are no outstanding Building Division orders or deficiencies against the subject property related to the property modifications made

Agreement Phase

CL – Once the eligible works are verified, City staff will draft the grant agreement and provide a draft copy of the grant agreement to the *applicant* for review.

Applicant / CL – After the *applicant* has approved the grant agreement, City staff will prepare two hard copies of the grant agreement to be signed.

CL – When all the documentation is ready, City staff will contact the *applicant* to arrange for a meeting to sign the documents. One original signed copy is kept by the *applicant* and one is retained by the City.

CL – Once the grant agreement has been signed, City staff will request the grant cheque. The grant cheque is mailed to the *applicant* or picked up by the *applicant* at a City of London office.

Grant Approval

Once all eligibility criteria and conditions are met, and if funds are still available in the supporting Reserve Fund / account, the City Planner (or designates) will approve the grant application. Approval by means of a letter to the applicant will represent a commitment by the City of London (the *Commitment Letter*).

The City will track grant commitments and grants issued to ensure no more than the maximum funding of \$250,000 is issued across all community improvement project areas.

As a condition of approval, the *applicant* shall be required to enter into a Grant Agreement with the City prior to receiving the grant.

Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

Inspection of Complete Works

City staff will review the completed *approved works* to ensure they have been completed as approved. This is not a building permit inspection and does not replace the need for a building permit.

Grant Application Refusal and Appeal

If an application is refused, the *applicant* may, in writing, appeal the decision of the City Planner to the City Clerk's Office who will provide direction to the matter heard before Municipal Council through the Planning and Environment Committee.

Relationship to other Financial Incentive Programs

An *applicant* may also qualify for financial assistance under the City of London's other financial incentives programs. *Applicants* are advised to check with Planning and Economic Development.

Monitoring & Discontinuation

As part of the program administration, Planning and Economic Development will monitor the Lambeth Area Community Improvement Plan financial incentive programs. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease. This program is monitored to ensure it implements the goals and objectives of *The London Plan* and the Lambeth Area Community Improvement Plan.

Municipal Council may discontinue the Recovery Grant Program at any time prior to the funding being exhausted.

The grant program's success in implementing the Lambeth Area Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

Program Monitoring Data

The following information will be collected to monitor the Lambeth Area Recovery Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the Lambeth Area Community Improvement Plan have been met:

- Number of Recovery Grant applications
- Public to private return on investment for façade improvements
- Public to private return on investment for interior improvements

Grant Agreement Template

Lambeth Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Application No.:

Name of Property Owner(s):

Name of Applicant (if different than property owner):

Address of Project:

Legal Description of Property:

Roll Number:

Mailing Address of Applicant:

Telephone No.:

Email Address:

Heritage Alteration Permit Information:

Date Permit Approved:

Designating By-Law:

Building Permit Information

Building Permit Number(s):

Date of Permit(s):

Value of Project:

Application Tracking Information (for staff use only)	Date and Staff Initials
Application Accepted	
Commitment Letter Issued	
Project Completion (applicant's written confirmation)	
Request to Finance and Administration for Grant Cheque	
Grant Cheque Issued	

Lambeth Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

Conditions:

1. The applicant(s) for a Lambeth Area Recovery Grant must be the registered owner(s) of the subject property or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property.
2. Where the applicant is an agent (tenant or contractor) of the property, the applicant must provide confirmation in writing that the property owner is aware of, and in support of, the improvements to the building.
3. Separate applications must be made for each discrete building or agent under consideration for a grant.
4. The Lambeth Area Recovery Grant Program will be a one-time grant. Applicants can apply only once per discrete building under the program.
5. The total value of the grant provided under this program shall not exceed the value of the work done.
6. If a participating property is demolished in whole within two years of receiving the grant it shall cause the grant to be forfeited and be repayable to the municipality.
7. The grant is not issued until such time as the City of London confirms that any City of London loans relating to the Property are in good standing with no arrears owing and there are no City of London Building Division orders or deficiencies registered against the Property.

Lambeth Area Recovery Grant Program Grant Agreement

THIS AGREEMENT CONSISTS OF THREE PAGES

- A. I/WE HEREBY AGREE TO ALL OF THE CONDITIONS IN THIS GRANT AGREEMENT (consisting of three pages) and the general terms and conditions of the Lambeth Area Recovery Grant Program guidelines.
- B. I/WE HEREBY CERTIFY that the information given above is true, correct, and complete in every respect and may be verified by the municipality. I/WE acknowledge that the City is relying upon the information provided by the applicant and if the information in this agreement and the associated application, proves to be false or substantially inaccurate, the grant will be forfeited and be immediately repayable to the City.
- C. I/WE HEREBY AGREE that in the event this property is demolished in whole or in part, prior to the issuance of the grant, any funds payable under this Program shall immediately be forfeited and all previously received grant payments shall become due and repayable to the City.
- D. I/WE hereby acknowledge receipt of a cheque for \$XX,XXX.XX, dated _____ as the Lambeth Area Recovery Grant.

I, _____ agree to the above conditions, and have the authority to bind the corporation named as **property owner/applicant** on page 1 of this agreement.

SIGNATURE (TITLE)

DATE

CO-SIGNATURE (TITLE)

DATE

This agreement is hereby approved, subject to the above-specified conditions.

SIGNATURE (TITLE)

DATE

City of London, Planning and Economic Development

Bill No. 191
2021

By-law No. F-____

A by-law to provide for the regulation of open air burning in the City of London and to repeal By-law F-7.

WHEREAS section 7.1(1)(b) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended, provides that a council of a municipality may pass by-laws regulating the setting of open air fires, including establishing the times during which open air fires may be set;

AND WHEREAS section 7.1(4) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended, provides that a municipality may appoint an officer to enter upon land and into structures at any reasonable time to inspect the land and structures to determine whether by-laws enacted in accordance with this section are being complied with;

AND WHEREAS section 2.4.4.4(1)(b) of the Fire Code, O. Reg. 213/07, as amended, prohibits open air burning unless approved, or unless such burning consists of a small, confined fire, supervised at all times, and used to cook food on a grill, barbeque or spit, and is commensurate with the type and quantity of food being cooked;

AND WHEREAS section 128(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that, without limiting sections 9, 10 and 11, a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become public nuisances;

AND WHEREAS section 129(a) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a local municipality may prohibit and regulate with respect to noise, vibration, odour, dust and outdoor illumination;

AND WHEREAS section 425(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, permits Council to pass by-laws providing that any person who contravenes any by-law of the municipality is guilty of an offence;

AND WHEREAS section 429(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may establish a system of fines for offences under a by-law of the municipality;

AND WHEREAS section 444 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that if a municipality is satisfied that a contravention of a by-law has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS in section 446 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, that if a municipality has authority under the Act or under a bylaw under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS section 6 of the *Farming and Food Production Protection Act, 1998*, S.O. 1998, c. 1 provides that no municipal by-law applies to restrict a normal farm practice carried on as part of an agricultural operation;

AND WHEREAS The Corporation of the City of London has a city-wide yard waste collection program in which yard waste is collected and composted, which program decreases the need to burn yard waste;

AND WHEREAS the Council of The Corporation of the City of London deems it appropriate that open air fires could cause a public nuisance by creating excessive smoke or odour, infringing on the enjoyment of neighbouring property use, generating false alarms, and creating negative health effects on neighbouring residents;

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

PART 1 - DEFINITIONS

1. In this by-law:

“Approved” means approved by the Chief Fire Official;

“Barbeque” means a manufactured device or structure with a grill which is designed, intended and used solely for the purpose of cooking food outdoors, and includes a hibachi, but does not include devices or structures designed for personal warmth, fire pits, or Outdoor Fire Containers;

“Burn Ban” means a period of time by which the Chief Fire Official or designate determines that Open Air Burning is Prohibited;

“Camp fire” means a fire that is set, maintained and supervised at all times for the purpose of recreational enjoyment, cooking or providing warmth;

“Camp Site” means a site designated for camping purposes at:

- 1) Fanshawe Conservation Area;
- 2) a “children’s camp” as defined in Ontario Regulation 503/17 as a camp that is intended primarily for campers under 18 years of age and that is a class A camp or class B camp within the meaning of Regulation 568 of the Revised Regulations of Ontario, 1990 (Recreational Camps) under the *Health Protection and Promotion Act*, or
- 3) a camp operated by a charitable corporation approved under the *Charitable Institutions Act*,

“Chief Fire Official” means the Assistant to the Fire Marshal who is the Municipal Fire Chief or a member of the fire department appointed by the Municipal Fire Chief under Article 1.1.1.2. of Division C or a person appointed by the Fire Marshal under Article 1.1.1.1. of Division C;

“City” means The Corporation of the City of London;

“Combustible” means able to catch fire and burn easily;

“Cooking Fire” means an Open Air Fire used for the purpose of cooking food in accordance with the O. Reg. 213/07 (*Fire Code*), as amended from time to time;

“Fire Chief” means the person appointed by City Council to act as Fire Chief for the City as defined in the *Fire Protection and Prevention Act, 1997* or designate;

“Noxious Materials” includes tires, plastics, rubber products, drywall, demolition waste, construction waste, paint, animal organic waste, vegetable waste, food waste, biomedical waste, tar, asphalt products, battery boxes, pressure-treated wood, creosote-treated wood, and painted wood;

“Nuisance” means excessive smoke, smell, airborne sparks or embers that is likely to disturb others, or that is likely to reduce visibility on roads in the vicinity of the Open Air Burning;

“Officer” means the Fire Chief, any member of London Fire Services within the Fire Fighting and Fire Prevention Divisions, City of London by-law enforcement officers, and Police officers;

“Open Air Burning” means a fire set outside of a building;

“Outdoor Fire Container” means a non-combustible container used to hold a small fire, and includes, but is not limited to, chimineas, metal tubs, fire pits, and outdoor brick fireplaces;

“Owner” means any person, firm or corporation having control over any portion of the building or property under consideration and includes the persons in the building or property;

“Permit” means a permit issued by the Fire Chief to set a fire in the Open Air for a specified time period;

“Permit Holder” means a person to whom a Permit has been issued by the fire Chief;

“Person” means an individual or a corporation;

“Prohibited” means that, for the purposes of this By-law, the Chief Fire Official does not Approve of any Open Air Burning as contemplated by clause 2.4.4.4(1)(a) of O. Reg. 213/07 (*Fire Code*), as amended from time to time, including that for which permission has otherwise been granted under this By-law;

“Smog Alert” means an alert issued by the Ministry of the Environment with respect to air quality;

“Strike” means a strike as defined in the *Labour Relations Act, 1995*, S.O. 1995, c.1, Sched. A;

“Wind Speed” means the wind speed for London as reported on the Environment Canada website.

PART 2 - GENERAL

2.1 No person shall set, maintain, or permit to be set or maintained, an Open Air Burning except as authorized under this By-law.

2.2 This By-law shall not apply to:

- a) a person using a Barbeque to cook food;
- b) a person using a fire in a device installed outside of a building that is used as a source of heat or power for the building or that is ancillary to a manufacturing process, and provided that such device is certified for the purpose by a recognized agency;
- c) a person using a device designed to heat pitch or asphalt;
- d) a person using welding equipment;
- e) a person setting or maintaining a fire at a Strike site in a metal 45 gallon drum;
- f) the City or City Officers for the purposes of education and training individuals;
- g) a person conducting fire extinguisher training who has obtained prior written approval of the Fire Chief or designate.

2.3. Notwithstanding the conditions in this By-law in which Open Air Burning is Approved, the Fire Chief, Chief Fire Official or designate shall have the authority to issue a burn ban under the conditions of a drought, pandemic, state of emergency, which would supersede all Approvals to conduct Open Air Burning in accordance with this By-law.

PART 3 – WHEN OPEN AIR BURNING ALLOWED

Open Air Burning Approved - Outdoor Fire Container

3.1 (1) A person may conduct an Open Air Burning in an Outdoor Fire Container, subject to the conditions set out in this Part.

(2) A person conducting an Open Air Burning shall comply with the following conditions for an Open Air Burning in an Outdoor Fire Container:

- a) shall only conduct the Open Air Burning between 4:00 p.m. and Midnight;
- b) shall only use an Outdoor Fire Container that is constructed from non-combustible material;
- c) shall not burn or attempt to burn a volume of combustible material greater than 46 centimetres wide by 46 centimetres long by 30 centimetres high;
- d) shall contain the fire within the Outdoor Fire Container at all times;

- e) shall locate the Outdoor Fire Container at least 4 metres from any building, structure, property line, tree, hedge, fence, roadway, overhead wire or other combustible article; and
- f) shall locate the Outdoor Fire Container on a non-combustible surface extending beyond the unit to a dimension equal to the height of the Outdoor Fire Container.

Open Air Burning Approved - With a Permit (Fires Greater than 46cm x 46cm x 30cm)

3.2 (1) A person may conduct an Open Air Burning if the person has been issued a Permit, and if the person complies with all of the conditions set out in this Part.

(2) Every Permit is subject to the conditions in this Part of obtaining and continuing to hold a Permit, all of which shall be performed and observed by the applicant or the holder of the Permit:

- a) the applicant shall pay the Application Fee and, if the application is approved, a Permit Fee as set out in the applicable Fees and Charges By-law;
- b) the Permit Holder shall produce the Permit on demand to an Officer conducting an inspection of the Open Air Burning;
- c) shall only conduct the Open Air Burning between 8:00 a.m. and 8:00 p.m.;
- d) shall only use a non-combustible container, and shall contain the fire within it at all times;
- e) shall not have a fire larger than 1 metre in length, by 1 metre in width, by 1 metre in height;
- f) shall locate the Open Air Burning at least 50 metres away from any building, structure, property line, tree, hedge, fence, roadway, overhead wire or other combustible article;
- g) shall locate the Open Air Burning at least 5 metres from any combustible ground cover;
- h) any additional requirements or exemptions the Fire Chief considers necessary in the interest of public safety, or to minimize inconvenience to the general public, or advisable in the circumstances, or to give effect to the objects of this by-law; and
- i) the Permit Holder shall indemnify and save harmless The Corporation of the City of London and its employees from any and all claims, demands, causes of action, costs or damages that the City may suffer, incur or be liable for resulting from the Open Air Burning as set out in this by-law, whether with or without negligence on the part of the Permit Holder, the Permit Holder's employees, directors, contractors and agents.

(3) An application for a permit must be completed on the forms provided by London Fire Services of The Corporation of the City of London.

(4) A Permit shall only be valid for the date indicated on the Permit, or 7 days after the Permit has been issued, whichever is shorter.

(5) The Fire Chief may refuse to issue a Permit:

- a) if the proposed Open Air Burning would contravene this by-law; or
- b) if the Owner or Permit Holder has previously contravened any Permit conditions or other provisions of this by-law, an Order under this by-law, or By-law F-5.

Open Air Burning Allowed - Cooking Fires

3.3 (1) A person may conduct an Open Air Burning for a Cooking Fire, subject to the conditions set out in this Part

(2) A person conducting an Open Air Burning shall comply with the following conditions for a Cooking Fire:

- a) shall only conduct the Open Air Burning between 11:00 a.m. and Midnight; and,

- b) the burning shall consist of a small, confined fire that is used to cook food on a grill, barbecue or spit, commensurate with the type and quantity of food being cooked, and is supervised at all times.

(3) Open Air Burning for a Cooking Fire is not prohibited during a Burn Ban, if conducted in accordance with O. Reg. 213/07 (*Fire Code*), as amended, and this Part.

Conditions of All Open Air Burning Under this Part

3.4 Every person setting, permitting to be set, maintaining, or permitting to be maintained, an Open Air Burning authorized under this Part shall comply with the following conditions:

- a) shall allow, at any reasonable time, an Officer to inspect the location or proposed location of the Open Air Burning;
- b) shall have legal title to the property at which the Open Air Burning is to occur, or the person, or Permit Holder, as the case may be, shall obtain the prior written consent of the person having legal title to the property;
- c) shall only burn commercially produced charcoal, briquettes, or clean, dry, seasoned wood;
- d) shall not burn Noxious Materials;
- e) shall have an effective extinguishing agent of sufficient size and with the capability of extinguishing the Open Air Burning immediately available for use;
- f) shall attend, control and supervise the Open Air Burning at all times;
- g) shall completely extinguish the Open Air Burning before the site is vacated;
- h) shall not burn if the wind speed exceeds 15 kilometres per hour during the Open Air Burning;
- i) shall not burn if it is rainy or foggy;
- j) shall not burn if a Smog Alert has been declared;
- k) shall comply with the provisions of the *Environmental Protection Act*, R.S.O. 1990, c.E.19, as amended;
- l) shall protect adjacent properties from the potential spread of fire; and
- m) shall ensure the Open Air Burning does not create a Nuisance.

PART 4 – OPEN AIR BURNING ALLOWED - NORMAL FARM PRACTICE

4.1 (1) A person may conduct an Open Air Burning if it is part of a normal farm practice carried on as part of an agricultural operation, as those terms are defined in the *Farming and Food Production Protection Act*, 1998, S.O. 1998, c.1, on lands zoned for agricultural use, and subject to the conditions set out in this Part.

(2) A person conducting an Open Air Burning under subsection (1) shall comply with the following conditions:

- a) notify London Fire Services' Communications Centre in person or by telephone prior to the Open Air Burning and at the conclusion of the Open Air Burning, and shall provide London Fire Services' Communications Centre with their municipal address;
- b) not have a fire larger than 2 metres in length, by 2 metres in width, by 2 metres in height; and
- c) locate the Open Air Burning at least 50 metres away from any building, structure, property line, tree, hedge, fence, roadway, overhead wire or other combustible article.

(3) The conditions in subsection 4.1(2) shall not apply to fires under subsection 4.1(1) that are used to burn off dried vegetation along fence lines and in culverts.

PART 5 – ORDER TO DISCONTINUE ACTIVITY

5.1 If the Fire Chief is satisfied that this by-law has been contravened, the Fire Chief may make an order requiring the person who contravened the by-law, or who caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to discontinue the contravention. An order under this Part shall

be known as an Order to Discontinue Activity, and such an Order can require a person not to conduct an Open Air Burning for a certain period of time.

5.2 An Order to Discontinue Activity shall set out:

- a) the municipal address of the property on which the contravention occurred;
- b) the date of the contravention;
- c) the contravention of the by-law;
- d) the date by which there must be compliance with the order;
- e) the date on which the order expires.

5.3 The Order to Discontinue Activity may be served personally on the person to whom it is directed or by regular mail to the last known address of that person, in which case it shall be deemed to have been given on the third day after it is mailed.

PART 6 - ORDER TO EXTINGUISH

6.1 If an Officer is satisfied that this by-law has been contravened, the Officer may issue an Order to Extinguish requiring the person contravening the by-law to immediately extinguish the fire.

6.2 An Order to Extinguish shall set out:

- a) the municipal address of the property on which the fire is located;
- b) the date of the inspection;
- c) the contravention of the by-law;
- d) that the fire is to be extinguished immediately
- e) a notice that if the fire is not extinguished immediately, the municipality may extinguish the fire at the expense of the owner and the cost of the work may be recovered by adding the amount to the owner's tax roll.

6.3 The Order to Extinguish may be served personally on the person to whom it is directed or by regular mail to the last known address of that person, in which case it shall be deemed to have been given on the third day after it is mailed.

PART 7 - REMEDIAL ACTION – COSTS

7.1 (1) Should a person default in complying with an Order to Discontinue Activity or an Order to Extinguish, the fire may be extinguished at the person's expense.

(2) The City may enter on land at any reasonable time for the purpose of extinguishing a fire under subsection (1).

(3) The power of entry under this Part shall be exercised by an employee, Officer or agent of the City, or a member of London Police Services. The person exercising the power of entry must on request display or produce proper identification. The person exercising the power of entry may be accompanied by a person under his or her direction.

(4) The City may recover the costs of extinguishing the fire from the person directed to extinguish the fire by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes. The costs include interest calculated at a rate of fifteen percent (15%), calculated for the period commencing on the day the municipality incurs the costs and ending on the day the costs, including interest are paid in full. The amount of the costs, including interest, constitutes a lien on the land upon the registration of a notice of lien in the Land Registry Office.

PART 8 – INSPECTIONS & INSPECTION FEES

8.1 An Officer, and anyone under the Officer's direction, may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether this By-law, an Order to Discontinue Activity, an Order to Extinguish, or an order under section 431 of the Municipal Act, 2001 is being complied with.

8.2 For the purposes of an inspection, the Officer may:

- a) require the production for inspection of documents relevant to the inspection;
- b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- c) require information from any person concerning a matter related to the inspection; and,
- d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take photographs necessary for the purposes of the inspection.

8.3 A receipt shall be provided for any document or thing removed under clause 8.2(b) and the document or thing shall be promptly returned after the copies or extracts are made.

8.4 A person exercising a power of entry shall not enter or remain in any room or place actually being used as a dwelling unless the consent of the occupier is obtained, the occupier first having been informed that the right of entry may be refused, and if refused, may only be made under the authority of an order issued under section 438 of the *Municipal Act, 2001*, a warrant issued under section 439 of the *Municipal Act, 2001*, or a warrant under section 386.3 of the *Municipal Act, 2001*.

8.5 The following conditions apply to a power of entry during an inspection:

- a) shall only be exercised by an employee, officer or agent of the City or a member of London Police Services;
- b) the person with the power of entry must on request display or produce proper identification;
- c) the person exercising the power may be accompanied by a person under his or her direction.

Inspection Fee

8.6 (1) Where the Officer determines that an Open Air Burning is not in compliance with this by-law or with an Order, the fee or charge set out in the applicable Fees and Charges By-law for inspecting the Open Air Burning may be imposed on the Owner, person responsible for the Open Air Burning, or Permit Holder.

(2) The fees imposed constitute a debt of the person to the City. The City Treasurer may add fees to the tax roll and collect them in the same manner as municipal taxes on any property for which all the owners are responsible for paying the fees.

PART 9 - PROHIBITIONS

9.1 No person shall set or maintain Open Air Burning, or permit Open Air Burning to be set or maintained, contrary to any provision of this by-law.

9.2 No person shall contravene any conditions of a Permit issued under this by-law.

9.3 No person shall contravene any conditions of setting or maintaining an Open Air Burning under this by-law.

9.4 No person shall contravene an Order to Discontinue Activity.

9.5 No person shall contravene an Order to Extinguish.

PART 10 – PENALTY

10.1 Any person who contravenes any provision of this by-law is guilty of an offence and:

- a) upon a first conviction is subject to a minimum fine of \$100.00 and a maximum fine of \$5,000.00;

- b) upon a subsequent conviction is subject to a minimum fine of \$500.00 and a maximum fine of \$10,000.00.

10.2 Despite section 10.1, where the person convicted is a corporation, the corporation is liable,

- a) on a first conviction, to a minimum fine of \$500 and a maximum fine of not more than Ten Thousand Dollars (\$10,000.); and
- b) on any subsequent conviction, to a minimum fine \$1000 and a maximum fine of not more than Twenty Five Thousand Dollars (\$25,000).

10.3 If this by-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the by-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,

- a) prohibiting the continuation or repetition of the offence by the person convicted; and
- b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

PART 11 - MISCELLANEOUS

SHORT TITLE

11.1 This By-law may be referred to as the Open Air Burning By-law.

REPEAL

11.2 (1) The Corporation of the City of London By-law F-7, as amended, is repealed on the day this by-law comes into force and effect.

(2) Any penalty incurred, any investigation, legal proceeding or remedy under By-law F-7, as amended, may be continued to be enforced as if By-law F-7, as amended, had not been repealed.

11.3 This by-law comes into force and effect on May 4, 2021.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 192
2021

By-law No. L.-130(__)-__

A by-law to amend By-law No. L.-130-71 referred to as Vehicle for Hire By-law, to amend Part 18.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the Municipality

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System.

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. L.-130-71 with respect to contraventions of designated by-laws;

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

1. That Part 18 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 193
2021

By-law No. L.S.P.- _____ - _____

A by-law to enact a Heritage Easement Agreements of the property at 39 Carfrae Street, pursuant to the provision of the *Ontario Heritage Act*.

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

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 purposes of exercising its authority under that or any other Act;

AND WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of London, in the County of Middlesex and Province of Ontario (hereinafter called the "Property" or "39 Carfrae Street), being composed of LT 5, PL 451 (4th); London and known municipally as 39 Carfrae Street, London and designated to be of historic and architectural value by By-law No. L.S.P.-2978-65;

AND WHEREAS the purpose of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, is to support, encourage, and facilitate the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS in accordance with Section 37(1) of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, the City is entitled to enter into agreements, covenants, and easements with owners of real property or interests therein, for the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS by Sections 37(2) and 37(3) of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, such covenants and easements may be entered into by the City, when registered in the property Land Registry Office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignees against any subsequent owners of the real property even where the City owns no other lands which would be accommodated or benefitted by such covenants or easements;

AND WHEREAS the Owner and the City desire to conserve the cultural heritage value and interest of the Property as described hereto in a manner which will ensure its preservation for future generations;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Heritage Easement Agreement on behalf of the City;

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

1. The Agreement attached as Schedule "A" to this By-law, being a heritage easement agreement related to 39 Carfrae Street, London, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under Section 1 above, substantially in the form of agreement attached and to the satisfaction of the City Solicitor.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule A

THIS AGREEMENT made this XX day of XXXX 2021 between:

XXXX
(the "Owner")

and
the Corporation of the City of London
(the "City")

WHEREAS the Owner is the owner of certain lands and premises situated in the City of London in the County of Middlesex and Province of Ontario, and municipally known as 39 Carfrae Street (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and which there is a dwelling (hereinafter called the "Building");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R. S. O., 1990, c. O.18, is to support, encourage, and facilitate the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into easements or covenants with owners of real property, or interests therein, for the conservation of property of cultural heritage value or interest;

AND WHEREAS in accordance with Subsection 37(1) of the *Ontario Heritage Act*, the City has passed by-law No. XXXX authorizing this Agreement, a copy of which is attached as Schedule "B" to this Agreement;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such covenants and easements entered into by the City when registered in the proper Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such covenants or easements;

AND WHEREAS the Owner and City desire to conserve the cultural heritage value or interest of the property set out in the "Cultural Heritage Value" attached as Schedule "C" and as may be depicted in the Photographs attached as Schedule "D" to this agreement;

AND WHEREAS to this end, the Owner and the City agree to enter into this heritage easement agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the City to the Owner (the receipt of which is hereby acknowledged), other valuable considerations and the mutual covenants and restrictions hereinafter set forth, the Owner and the City agree to abide by the following covenants, easements, and restrictions which shall run with the Property forever.

1.0 Cultural Heritage Value or Interest

1.1 Statement of Cultural Heritage Value or Interest

The Owner and the City agree that for the purposes of this Agreement the Statement (hereinafter called the "Cultural Heritage Value or Interest") attached as Schedule "C" to this Agreement sets out the reasons why the Property has been identified by the City as having cultural heritage value or interest:

1.2 Photographs Relevant to the Duties of the Owner

The Owner acknowledges that a set of dated photographs, hereinafter referred to collectively as "the Photographs" and attached as Schedule "D", document the state of

the Property as of the date of execution of this Agreement. The original photographs, dated February 12 and 26, 2021, will be kept on file at the City's offices or such other locations as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain heritage attribute of the appearance or the construction of the Building and Property and the Cultural Heritage Value or Interest and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Building pursuant to paragraph 2.1 and/or 2.4, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City. The City shall number the said photographs which shall supersede the original Photographs and all references in this Agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.0 Duties of Owner

2.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling, or any other thing or act which would materially affect the attributes, features or the appearance or construction of the Building as set out in the Cultural Heritage Value or Interest and as may be depicted in the copies of the Photographs on file or drawings or other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request at its address as set out in paragraph 6.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of, shall use materials approved by the City.

2.2 Insurance

The Owner shall at all times during the currency of this Agreement keep the Building insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building. Upon execution of this agreement, the Owner shall deliver to the City a letter or certificate, in a form and from an insurance company, agent, or broker acceptable to the City, which letter or certificate shall state as follows:

"This will confirm that (name of insurer) has insured to the Owner a valid insurance policy which insures the Building against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building."

The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City. If the Owner fails to so insure the Building, or in any such insurance on the Building is cancelled, the City may effect such insurance as the City deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the City, or if not shall be a debt due and owing to the City and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies on the Building shall, on the written demand and in accordance with the requirements of the City, be applied to replacement, rebuilding, restoration, or repair of the Building to the fullest extent possible having regard for the Cultural Heritage Value or Interest, the particular nature of the Building and the cost of such work.

2.3 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Building within ten (10) days of such damage or destruction occurring. In the event that the Building is damaged or destroyed and the replacement, rebuild, restoration, or repair of it is

impractical because of the financial costs involved, or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of the giving by the Owner of such notice of such damage or destruction, request written approval by the City to demolish the Building, in accordance with paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the building.

2.4 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 2.3 or if the City does not give the approval to demolish referred to in paragraph 2.3, the Owner shall replace, rebuilding, restore, or repair the Building so as to effect the complete restoration of the Building. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration, or repair of the Building to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style, or any other grounds and grounds including, but not limited to, purely aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration, and repair work on the Building to be commenced within thirty (30) of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

2.5 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to paragraph 2.4 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore, or repair the Building in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring, or repairing the building so as to effect the complete restoration of the building. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

2.6 Maintenance of the Building

The Owner shall at all time maintain the Building in as good and as sound of a state of repair as a prudent owner would normally do so, so that no deterioration in the Building's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Building from vandalism, fire, and damage from inclement weather.

2.7 Signs, Etc.

The Owner shall not erect or permit the erection on the Building of any signs, awnings, television aerials, or other objects of similar nature without the prior written approval of the City provided, however, the approval of the City shall not be unreasonably withheld, having regard to the Owner's use of the Building, the Cultural Heritage Value or Interest, and the Photographs.

2.8 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In particular, the Owner shall not, except with the prior written approval of the City:

- (a) Grant any easement or right-of-way which would adversely affect the easement hereby granted;
- (b) Allow the dumping of soil, rubbish, ashes, garbage, waste, or other unsightly, hazardous, or offensive materials of any type or description;
- (c) Except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands that would negatively affect the Building or its Cultural Heritage Value or Interest, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings, as well as the excavation, dredging, or removal of loam, gravel, soil, rock, sand, or other materials;
- (d) Allow any activities, actions, or uses detrimental or adverse to water conservation, erosion control, and soil conservation;
- (e) Allow the planting of trees, shrubs, or other vegetation which would cause any damage or a real likelihood of damage to the Building or otherwise negatively affect it or its Cultural Heritage Value or Interest; and,
- (f) Erect or remove or permit the erection or removal of any building, fence, or structure of any type whatsoever on the Property provided, however, that the approval of the City shall not be unreasonably withheld if such erection or removal would not cause any damage or a real likelihood of damage to the Building or otherwise negatively affect it or its Cultural Heritage Value or Interest.

2.9 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed to the City and 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.

2.10 Waiver

The failure of the City at any time to require performance by the Owner of any obligations under this Agreement shall in no way affect its right thereafter to enforce such obligations, nor shall the waiver by the City of the performance of any obligations hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

2.11 Extension of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

2.12 Emergencies

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Building as are:

- (a) In keeping with the intentions of this Agreement;
- (b) Consistent with the conservation of the Building; and,
- (c) Reasonably necessary to deal with an emergency which puts the security or integrity of the Building or occupants of the Building at risk of damage.

Provided that the *Building Code Act, 1992*, S. O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the City's Heritage Planner is consulted.

3.0 Use of Property

The Owner expressly reserves for itself, its representatives, heirs, successors, and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

4.0 Inspection by City

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Building upon prior written notice to the Owner of at least twenty-four (24) hours.

5.0 Notice of Easement

5.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Building or Property, in a tasteful manner and at the City's expense, indicating that the City holds a conservation easement on the Property.

5.2 Publicity

The Owner agrees to allow the City to publicise the existence of the easement.

6.0 Notice

6.1 Address of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

Owner

39 Carfrae Street
London, Ontario
N6C 1G1

City

The Corporation of the City of London
300 Dufferin Avenue
P.O. Box 5035
London, Ontario
N6A 4L9

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

6.2 Method of Notice

Any notices, certificates or other communications and deliveries required by this Agreement or desired to be given to or made by any party shall be in writing and may be delivered personally, made by mailing the same in a sealed envelope, by registered mail, postage prepaid, return receipt requested, addressed to each part at the address set forth in 6.1 or such other address as the parties shall designate by notice, given in accordance herewith. Personal delivery shall be effective on the day of delivery and delivery by mail shall be effective five (5) days after mailing.

7.0 Indemnity

7.1 No work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council, pursuant to or in connection with this

Agreement, shall give rise to any action, claim, counter-claim or demand by the Owner, or the Owner's heirs, executors, administrators, successors or assigns, for damages or compensation of any kind because of such work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council, pursuant to or in connection with this Agreement.

7.2 The Owner agrees to indemnify and forever save harmless the City, its officers employees, and agents and Municipal Council, from any claim, suit, demand, action, costs or causes of action against the City by any other party, arising out of or in connection with this Agreement or any work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council pursuant to or in connection with this Agreement.

8.0 Entire Agreement

Except as set out herein, this written Agreement embodies the entire agreement of the parties regarding the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

9.0 Severability

The Owner and the City agree that all covenants, easements, and restrictions contained in this Agreement shall be severable, and that should any covenant, easement, or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants, easements, and restrictions shall not terminate thereby.

10.0 Binding on Successors

10.1 The covenants, easements, and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns as the case may be, in accordance with Section 37 of the *Ontario Heritage Act*, as amended. "Owner" wherever used in this Agreement, is intended and shall be construed to include such subsequent owners, successors and assigns.

10.2 Without in any way affecting or intending to affect the binding nature of the covenants, easements and restrictions herein contained, in any and every conveyance, sale, charge, mortgage, lease, assignment, license, disposition or other dealing whatsoever with the Property and any part thereof, the Owner shall deliver to every grantee, transferee, buyer, mortgagee, lessee, assignee, licensee or other interested person thereunder written notice of this Agreement and obtain from every such party thereof a covenant to observe, perform and comply with the covenants, easements and restrictions herein contained.

10.3 The Owner shall notify the City within ten (10) days of divesting themselves of any legal or beneficial interest in the Property or the Building.

11.0 Termination

Notwithstanding any other provision of this Agreement, this Agreement shall terminate and all covenants, easements and restrictions contained herein shall be released immediately upon the City providing approval to demolish the Building pursuant to paragraph 2.3.

12.0 General

12.1 The Owner hereby agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this Agreement shall have a priority over any other any other interests in the Property.

12.2 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for the convenience of reference only.

12.3 This Agreement shall be construed with all changes in number and gender as may be required by the context.

12.4 This Agreement shall be governed in accordance with the laws of the Province of Ontario.

12.5 The following schedule attached hereto shall be deemed to form a part of this Agreement:

- (a) Schedule "A" - Legal Description of the Lands
- (b) Schedule "B" – Authorizing By-Law
- (c) Schedule "C" - Cultural Heritage Value or Interest
- (d) Schedule "D" – Photographs

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

SCHEDULE “A” – Legal Description of the Property

Legal Description: LOT 5, PLAN 451(4th); LONDON

PIN: 08374-0082 (LT)

LRO No.: 33 (Middlesex County)

Municipal Address: 39 Carfrae Street, London, Ontario

SCHEDULE "B" – Authorizing By-law
Copy of Authorizing By-law to be inserted

SCHEDULE “C” – Cultural Heritage Value or Interest

Description

The property at 39 Carfrae Street, the Building known as Carfrae Cottage, is located on the south side of Carfrae Street between Ridout Street South and Carfrae Crescent. Carfrae Street is the first street south of the South Branch of the Thames River, with views of the river from the property’s doorstep. The rear of the property fronts Ardaven Place.

The property is located in the former Westminster Township, now City of London. The property is in the Old South neighbourhood.

Statement of Cultural Heritage Value or Interest

Carfrae Cottage property, 39 Carfrae Street, is of significant cultural heritage value or interest for its physical or design values, its historical and associative values, and its contextual values.

Built circa 1860, Carfrae Cottage is an early example of traditional Ontario Cottage architecture in both style and type. The Ontario Cottage type is demonstrated in the well proportioned, balanced composition of the building with its central doorway flanked by evenly spaced windows, a wood shingle hipped roof accented by a gable dormer over the front doorway. The classic simplicity of the three-bay design is a type that is replicated throughout southern Ontario but well executed at Carfrae Cottage. Carfrae Cottage demonstrates elements of the Gothic Revival architectural style, in a modest and subdued way reflecting its context and period, particularly in the window labels, pierced decorative bargeboard, and primitive pointed attic window. These elements demonstrate a high degree of craftsmanship reflective of the property’s historical or associative values.

Carfrae Cottage was built by Robert Carfrae (1804-1881), who was born in Leith, Scotland and trained as a carpenter. He came to London from Toronto (York) in 1827 to help build the old London District (Middlesex County) Court House. In 1834, Robert Carfrae received a grant of 24 acres on the east side of Wortley Road, which included much of the area of present Carfrae Street and Carfrae Crescent, from the Crown. At the time of his death, Robert Carfrae was the oldest inhabitant of London and had become quite prosperous through land speculation. The property went to his wife, Sara, who lived there until her death in 1902. Although the size of the property was much reduced, the house remained with the family descendants until 1944. The property has direct associations with Robert Carfrae, who is significant to the early building and development of London. The property also demonstrates the work of Robert Carfrae, a builder, who is significant to London through his role in the construction of the Court House.

Carfrae Cottage was preserved under the stewardship of Julia (1928-2012) and Alan (1928-2020) Beck during their ownership of the property from 1998 until 2021. As one of the earliest extant buildings in the area, Carfrae Cottage is important in defining the character of the area. The original land grant to Robert Carfrae provide the namesake of Carfrae Street, Carfrae Crescent, and Carfrae Park - East which demonstrate the historical links of the property to its surroundings. As an early building, it differs from nearby and adjacent structures in material, form, style and siting on the property which distinguishes the heritage character of the property.

Heritage attributes which contribute to the cultural heritage value or interest of the property at 39 Carfrae Street, Carfrae Cottage are:

- The form, scale, and massing of the one-and-a-half storey cottage building
- The location of the building on the property, contrasting to adjacent properties and emphasizing the setback of the north façade from Carfrae Street
- Rectangular in footprint of the dwelling with a rear kitchen wing or ell
- Rubble stone foundation
- Hipped roof, clad in wood shingles
- Sloped, painted wood soffit of the roof

- Pair of reconstructed chimneys with parged finish; one on the east slope and one on the west slope of the roof with a symmetrical, balanced composition
- Traditional stucco parging (cementitious smooth textured exterior 'stucco' finish) over double brick wall construction
- On the north façade,
 - Symmetrical arrangement of the front (north) façade, with a central doorway flanked by two windows
 - Single leaf, painted wood door with two long panels (which is believed to be original to the house), set in a rectangular opening with rectangular sidelights to both sides, a panelled dado below, and a rectangular transom. The sidelights and transom feature stained glass in repetitive geometric patterns with coloured and textured glass. The doorway is recessed in the façade with a plain reveal. The door opening is framed by pilasters with a Gothic point, with entablature supporting the architectural framework of the doorway
 - The simple form of the painted wood porch over the front doorway, which fails to detract from the original structure, with a cedar shingle gable roof, supported by a plain frieze and boxed piers with simple capital and base details
 - The porch base is clad in stone and connects to a concrete path which leads to the sidewalk of Carfrae Street and is flanked to both sides by lawn/garden and parallel to the single width driveway along the westerly property line
 - The painted wood double hung front (north) façade windows with six-over-six glazing pattern, which is duplicated in the matching painted storm windows and adapted with the louvered shutter detail in the top lites of the storm window
 - The louvered painted wood shutters of the front (north) façade windows
 - The painted wood labels over the front (north) façade windows and wood sills
 - Central gable dormer on the front (north) façade with a primitive Gothic pointed wood window with matching storm window
 - Decorative wood bargeboard on the central gable dormer
 - The Scotch thistle, affixed at the top of the gable, was reputedly placed there by Archie McCulloch, property owner of Carfrae Cottage (1944-1972), who received it from Queen Elizabeth during WWII along with other officers at Castle Mey, Scotland
- On the west façade
 - The painted wood French doors and painted wood storm doors in the northerly opening which retains its cast sill as an indication of the former verandah of Carfrae Cottage. The doorway has a keystone in the parging
 - The painted wood six-over-six shingle hung window with storm windows that replicate the six-over-six fenestration. The window opening has a keystone in the parging and a wood sill
- On the south (rear) façade
 - The two twelve-over-twelve painted wood windows with storm windows which replicate the twelve-over-twelve fenestration and wooden sills
 - Doorway, with wood door and storm door
 - The kitchen wing with two-over-two painted wood window and storm window
 - Awning over the kitchen doorway, a later but sympathetic addition
 - Painted wood kitchen door, with nine lights and X-pattern panelling below and painted wood storm door
 - Shed style dormer with painted battens over an exterior parged finish, and a pair of window openings
 - Six-over-six painted wood window on the south façade of the kitchen ell with a matching wood storm window and wood sill

- On the east façade
 - The undivided hung painted wood kitchen window and matching storm window with wood sill
 - The bathroom window with patterned glass in the lower lite and clear glass in the upper lite of the hung window with a storm window and wood sill
 - Six-over-six painted wood window with matching storm windows and a wood sill that has been clad with aluminum
 - Six-over-six double hung painted wood window with matching storm window and wood sill
- On the interior,
 - The plan of the Centre hallway, “east parlour”, and “west” parlour”
 - The Centre hallway, accessed via the front doorway, with painted wood baseboards, painted wood casing, and crown moulding
 - The “east parlour” with the original fireplace mantle and tile surround, painted wood baseboard, painted wood window and door casings, and painted wood panelling below the windows
 - The “west parlour” with sympathetic fireplace mantle and tile surround, painted wood baseboard, painted wood window and door casings, and painted wood panelling below the windows
- Paint colour is not regulated.

SCHEDULE "D" – Photographs
Photographs



Image 1: Photograph of Carfrae Cottage in 1988 at the time of its designation pursuant to Section 29 of the Ontario Heritage Act.



Image 2: Photograph of Carfrae Cottage on July 21, 2015.



Image 3: View of the property at 39 Carfrae Street, looking south to the front (north) facade of Carfrae Cottage.



Image 4: View of Carfrae Cottage, looking southeast from the northwest corner of the property at 39 Carfrae Street.



Image 5: View to the east of the property at 39 Carfrae Street, showing the properties at 41 Carfrae Street and 43 Carfrae Street.



Image 6: View to the west of the property at 39 Carfrae Street, showing the property at 35 Carfrae Street.



Image 7: Photograph showing an example of the rubble stone foundation construction of Carfrae Cottage, as seen in the basement.



Image 8: Photograph of the west chimney, as seen from Carfrae Street.



Image 9: Photograph of the east chimney, as seen from Carfrae Street.



Image 10: Photograph showing the sloped, painted wood soffit of the roofline.



Image 11: Photograph, showing a representative example, of the traditional stucco parging (cementitious smooth textured exterior 'stucco' finish) over the double brick construction of Carfrae Cottage.



Image 12: Photograph showing the front doorway with single leaf, painted wood door with two long panels (which is believed to be original to the house), set in a rectangular opening with rectangular sidelights to both sides, a panelled dado below, and a rectangular transom. The sidelights and transom feature stained glass in repetitive geometric patterns with coloured and textured glass. The doorway is recessed in the façade with a plain reveal. The door opening is framed by pilasters with a Gothic point, with entablature supporting the architectural framework of the doorway.



Image 13: Detail photograph showing the entablature of the doorway with Gothic pointed pilaster, as well as a detail of the stained glass transom.



Image 14: Photograph showing the simple form of the painted wood porch over the front doorway, which fails to detract from the original structure, with a cedar shingle gable roof, supported by a plain frieze and boxed piers with simple capital and base details.



Image 15: Photograph showing the existing condition of the porch base.



Image 16: View showing the easterly window, storm window, shutters, sill, and label on the front (north) façade of Carfrae Cottage.



Image 17: Photograph showing the westerly front window, storm window, wood shutters, label, and sill of the front (north) façade of Carfrae Cottage.



Image 18: View of the central gable dormer on the front (north) facade of Carfrae Cottage with a primitive Gothic pointed wood window and matching storm window. The decorative wood bargeboard of the central gable dormer is also shown, as well as the Scotch thistle.



Image 19: View of the west and south facades of Carfrae Cottage, and showing the driveway along the westerly property boundary.



Image 20: Photograph of the painted wood French doors and painted wood storm doors in the northerly opening of the west façade, which retains its cast sill as an indication of the former verandah of Carfrae Cottage. The doorway has a keystone in the parging.



Image 21: Photograph of the painted wood six-over-six shingle hung wood window with storm windows that replicate the six-over-six fenestration. The window opening has a keystone in the parging and a wood sill.



Image 22: View showing the south facade of Carfrae Cottage as well as the kitchen wing.



Image 23: Photograph showing the two twelve-over-twelve painted wood windows with storm windows and wooden sills on the south façade of Carfrae Cottage.



Image 24: Photograph showing the doorway, with door and storm door, on the south façade of Carfrae Cottage leading into the dining room.



Image 25: Photograph showing the two-over-two painted wood window and storm window in the kitchen wing.



Image 26: Photograph showing the awning over the kitchen doorway as well as the painted storm door.



Image 27: Photograph showing the painted wood kitchen door, with nine lites and X-pattern panelling below.



Image 28: Photograph of the shed roof dormer on the south façade of Carfrae Cottage.



Image 29: Photograph of the six-over-six painted wood window on the south façade of the kitchen wing with a matching wood storm window and wood sill.



Image 30: View of the south façade of Carfrae Cottage, as seen from the rear (southerly) property boundary along Ardaven Place.



Image 31: Showing the junction of the kitchen wing and the house along the easterly façade of Carfrae Cottage.



Image 32: Photograph of the bathroom window on the east façade with patterned glass in the lower lite and clear glass in the upper lite of the hung window with a storm window and wood sill.



Image 33: Photograph of the six-over-six painted wood window with matching storm windows and an aluminum-clad sill.



Image 34: Photograph of the six-over-six double hung painted window with matching storm window and wood sill on the east façade.



Image 35: Photograph showing the Centre hall, looking towards the front doorway of Carfrae Cottage. Note the baseboards, casing, and crown moulding.



Image 36: Photograph showing the Centre hall, looking south towards the rear of Carfrae Cottage.



Image 37: Photograph showing the fireplace mantle and tile surround of the "east parlour."



Image 38: Photograph showing an example of the baseboards and casing of the "east parlour".



Image 39: Photograph showing the fireplace mantle and tile surround of the "west parlour."



Image 40: Photograph showing the French Doors in the "west parlour" of Carfrae Cottage. See Image 20 for exterior view of the French Doors.

Bill No. 194
2021

By-law No. PH-3-21_____

A by-law to amend By-law No. PH-3
referred to as Animal Control By-law, to
amend Part 15.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PH-3 with respect to contraventions of designated by-laws;

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

1. That Part 15 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 195
2021

By-law No. PH-4-21_____

A by-law to amend By-law No. PH-4 referred to as Dog Licensing and Control By-law, to amend Part 9.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PH-4 with respect to contraventions of designated by-laws;

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

1. That Part 9 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 196
2021

By-law No. PH-7-21_____

A by-law to amend By-law No. PH-7 referred to as Dog Off-leash Areas By-law, to amend Section 7.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PH-7 with respect to contraventions of designated by-laws;

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

1. That Section 7 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 197
2021

By-law No. PH-12-21_____

A by-law to amend By-law No. PH-12 referred to as Pit Bull Dog Licensing By-law, to amend Part 6.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System.

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PH-12 with respect to contraventions of designated by-laws;

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

1. That Part 6 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 198
2021

By-law No. PH-18-21_____

A by-law to amend By-law No. PH-18 referred
to as Public Nuisance By-law, to amend Part 7.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System.

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PH-18 with respect to contraventions of designated by-laws;

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

1. That Part 7 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 199
2021

By-law No. PR-2-21_____

A by-law to amend By-law No. PR-2 referred to
Parks and Recreation Area By-law, to amend
Part 7.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PR-2 with respect to contraventions of designated by-laws;

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

1. That Part 7 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 200
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. Prohibited Turns

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
Ridout Street N with Dundas Street	Southbound	Left (Except bicycles)
Wellington Street	Northbound	Left (Except bicycles)
Wellington Street	Southbound	Right (Except bicycles)

2. Designated Lane Movements

Schedule 9 (Designated Lane Movements) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Highway	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction
Dundas Street	A point 93 m west of Ridout St N	Ridout St N 1 st & 2 nd lanes from south	Anytime	Eastbound
Dundas Street	Wellington Street	1 st lane from north	Anytime	Westbound (Except buses)

Schedule 9 (Designated Lane Movements) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Highway	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction
Dundas Street	A point 93 m west of Ridout Street N to Ridout Street N	1 st lane from south	Anytime	Eastbound to Southbound
Dundas Street	A point 93 m west of Ridout Street N to Ridout Street N	2 nd lane from south	Anytime	Eastbound to Southbound (Except bicycles)

Dundas Street	Wellington Street to 260 m west of Wellington Street	1 st lane from north	Anytime	Westbound to Northbound (Except bicycles)
Dundas Street	Wellington Street to 260 m west of Wellington Street	2 nd lane from north	Anytime	Westbound to Southbound

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

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 201
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. 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
Ridout Street N with Dundas Street	Southbound	Left (Except bicycles)
Wellington Street	Northbound	Left (Except bicycles)
Wellington Street	Southbound	Right (Except bicycles)

2. Designated Lane Movements

Schedule 9 (Designated Lane Movements) of the By-law PS-113 is hereby amended by **deleting** the following rows:

Column 1 Highway	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction
Dundas Street	A point 93 m west of Ridout Street N to Ridout Street N	2 nd lane from south	Anytime	Eastbound to Southbound (Except bicycles)
Dundas Street	Wellington Street to 260 m west of Wellington Street	2 nd lane from north	Anytime	Westbound to Southbound

Schedule 9 (Designated Lane Movements) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Highway	Column 2 Between	Column 3 Lane	Column 4 Time/Day	Column 5 Direction
Dundas Street	A point 93 m west of Ridout Street N to Ridout Street N	2 nd lane from south	Anytime	Eastbound to Eastbound & Southbound

This by-law comes into force and effect December 31, 2021.

PASSED in Open Council on May 4, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 202
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
Talbot Street	East	King Street	York Street	7:30 am to 9:00 am

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
Albert Street	North	Ridout Street N	Talbot Street	Anytime

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Albert Street	North	Ridout Street N	A point 47 m east of Ridout Street N	Anytime

3. **Limited Parking**

Schedule 6 (Limited 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
Albert Street	North	A point 47 m east of Ridout Street N	A point 31 m west of Talbot Street	Anytime

4. Stop Signs

Schedule 10 (Stop Signs) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Traffic	Column 2 Street	Column 3 Intersection
Northbound	Darlington Place	Kettering Place
Westbound	Holbrook Drive	Seven Oaks Ridge
Westbound	Kettering Place	Sheffield Boulevard
Eastbound & Westbound	Leeds Cross	Sheffield Boulevard
Westbound	Leeds Cross	Seven Oaks Ridge
Eastbound	Seven Oaks Ridge	Leeds Cross
Eastbound & Westbound	Seven Oaks Ridge	Sheffield Boulevard

5. Yield Signs

Schedule 11 (Yield Signs) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Traffic	Column 2 Street	Column 3 Intersection
Eastbound & Westbound	Holbrook Drive	Sheffield Boulevard
Northbound & Southbound	Sheffield Boulevard	Holbrook Drive

6. Higher Speed Limits

Schedule 17 (Higher Speed Limits) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Highway	Column 2 From	Column 3 To	Column 4 Maximum Rate of Speed
Westdel Bourne	North limit of Westdel Bourne	A point 400 m south of Southdale Road W	60 km/h

Schedule 17 (Higher Speed Limits) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Highway	Column 2 From	Column 3 To	Column 4 Maximum Rate of Speed
Westdel Bourne	Elviage Drive	A point 400 m south of Southdale Road W	60 km/h

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

PASSED in Open Council on May 4, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 203
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. One-Way Traffic

Schedule 12 (One-Way Streets) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Street	Column 2 From	Column 3 To	Column 4 Direction
King Street	Ridout Street N	Talbot Street	Eastbound

Schedule 12 (One-Way Streets) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 From	Column 3 To	Column 4 Direction
King Street	Ridout Street N	Clarence Street	Eastbound
King Street	Wellington Street	Ontario Street	Eastbound

This by-law comes into force and effect on June 28, 2021.

PASSED in Open Council on May 4, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 204
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. One-Way Traffic

Schedule 12 (One-Way Streets) of the By-law PS-113 is hereby amended by deleting the following rows:

Column 1 Street	Column 2 From	Column 3 To	Column 4 Direction
King Street	Ridout Street N	Clarence Street	Eastbound
King Street	Wellington Street	Ontario Street	Eastbound

Schedule 12 (One-Way Streets) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Street	Column 2 From	Column 3 To	Column 4 Direction
King Street	Ridout Street N	Ontario Street	Eastbound

This by-law comes into force and effect on December 3, 2021.

PASSED in Open Council on May 4, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 205
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. **Pedestrian Crossovers**

Schedule 13.1 of By-law PS-113 is hereby amended by **adding** the following rows:

<u>Column 1</u> <u>Street</u>	<u>Column 2</u> <u>Location</u>
Campbell Street North	North side of the intersection with James Street
Chelton Road	South side of the intersection with Cardigan Drive
Coombs Avenue	South side of the intersection with Ford Crescent
Coronation Drive	West side of the intersection with Dalmagarry Road
Coronation Drive	East side of the intersection with Dalmagarry Road
Dalmagarry Road	North side of intersection with Coronation Drive
Dalmagarry Road	South of Fanshawe Park Road West at walkway
Forward Avenue	West side of the intersection with Wood Street
Hillside Drive	East side of the intersection with Taplow Road
Iroquois Avenue	West side of the intersection with Murray Road
Limberlost Road	North side of the intersection with Fairfax Court
Oakcrossing Road	South side of the intersection with Whetherfield Street
Shavian Boulevard	South side of the intersection with McStay Road
Sorrel Road	At a point 61 m south of Perth Avenue
South Wenige Drive	South side of the intersection with Father Daulton Avenue
Topping Lane	South side of the intersection with Eaton Park Drive
Viscount Road	At a point 59 m east of Monte Vista Cres connecting park paths

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

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 206
2021

By-law No. PS-5-21_____

A by-law to amend By-law PS-5 entitled “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences.”

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* 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: in paragraph 6. Health, safety and well-being of persons; in paragraph 8. Protection of persons and property; in paragraph 10. Structures, including fences and signs;

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

1. By-law PS-5 is amended by deleting the Title and replacing it with the following new Title: “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences and to provide a pool grading and drainage plan”.
2. By-law PS-5 is amended by deleting the Short Title and replacing it with the following new Short Title: “Swimming Pool Fence and Swimming Pool Regulation By-law”.
3. By-law PS-5 is amended in section 1.1 by:
 - (i) repealing and replacing the definition for “Gate” as follows:

““Gate” shall mean any part of a swimming pool fence which opens on hinges and includes a door located in the wall of an attached or detached garage or carport which forms part of the swimming pool fence, but does not include an overhead garage door, or slide to the side garage door.”
 - (ii) adding a new definition for “Overhead garage door” as follows:

““Overhead garage door” shall mean any garage door that opens overhead, which is intended to allow for vehicular entry to, and exit from, the garage.”
 - (iii) adding a new definition for “Slide to the Side garage door” as follows:

““Slide to the Side garage door” shall mean any garage door that opens to the side instead of overhead, which is intended to allow for vehicular entry to, and exit from, the garage.”
 - (iv) in the definition of “swimming pool”, repealing subsection (g) and replacing it with the following new subsection (g):

“(g) but excludes hydro massage pool and lap pools if they have a lid that is fitted and secured when not in use; and”

4. By-law PS-5 is amended by inserting a new section 2.8 as follows:

“2.8 Metric / Imperial

Imperial measurements are provided solely for the purpose of convenience. In the event of a conflict between the metric and imperial measurements provided in this by-law, the metric measurements shall prevail.”

5. By-law PS-5 is amended by repealing section 3.7 and replacing it with the following new section 3.7:

“3.7 Storage of materials – against outside of swimming pool fence

No owner of a pool shall place or store materials against the outside of a swimming pool fence.”

6. Subsection 3.12(b) of By-law PS-5 is repealed and replaced with the following new subsection 3.12(b):

“Construction of swimming pool – swimming pool fence permit – temporary fence – filling with water

(b) Despite subsection 3.12(a), where a person is constructing or causing to be constructed a swimming pool for which a swimming pool fence permit has been issued, a person may place water in a swimming pool or cause or permit water to remain in the swimming pool only if all of the following are complied with:

- (i) temporary fencing is in place in compliance with section 5.10 of this by-law; and
- (ii) the owner or agent notifies the City on or before the day that water is placed in the pool at the email address pfinspection@london.ca; and
- (iii) the temporary fencing is in place for no longer than 120 days after water is first placed in the pool or the City receives the notification email, whichever occurs sooner.”

7. Section 4.2 of By-law PS-5 is repealed and replaced by the following new section 4.2:

“4.2 Application - documentation to accompany - set out

All such applications shall be accompanied by the following:

- (a) plans showing the location of the proposed swimming pool including all enclosing swimming pool fences, together with full details of each entrance and showing the location of all proposed swimming pool equipment such as filters, slides and heaters;
- (b) the applicable fee as prescribed in Schedule ‘A’ of this by-law;
- (c) an undertaking to repair damage to City property as required by-law; and
- (d) for swimming pools located all or partially in ground, a pool grading and drainage plan approved by a Professional Engineer, Ontario Land Surveyor, Architect, Landscape Architect, or drainage contractor licensed in the Province of Ontario, showing compliance with zoning by-law minimum set-back requirements, and showing that drainage to neighbouring properties is not affected.

An application for a permit shall be deemed to be denied if the applicant has not submitted all of the required documents and fees as required in this section within 90 days of submitting the application.”

8. Section 4.3 of By-law PS-5 is amended by adding the following sentence at the end of the paragraph:

“Any permit issued by the chief building official on or after May 4th, 2021 shall expire 18 months after issuance if a pool and fence have not been constructed within that time in accordance with the by-law.”

9. Section 5.1 of By-law PS-5 is amended by adding the phrase “but not greater than the height allowed in the Fence By-law” after the phrase “not less than 153 centimetres (60 inches).”

10. By-law PS-5 is amended by repealing section 5.3 and replacing it with a new section 5.3 as follows:

“5.3 Opening - maximum diameter - exception - conditions
For other than chain link fences, where the vertical distance between each horizontal rail measured from the top of the bottom rail, to the top of the next one above it, is 1.15 metres or greater, the openings in the fence are permitted to be greater than 3.8 cm but not greater than that which would allow the passage of a spherical object having a diameter of 10 cm.”

11. By-law PS-5 is amended by repealing section 5.6 and replacing it with a new section 5.6 as follows:

“5.6 Construction - to prevent unauthorized entry
Every swimming pool shall be enclosed by a swimming pool fence which is of sturdy construction, capable of preventing unauthorized entry. Any fence which predominantly consists of horizontal face boards, planks, or panels, installed between any vertical posts, shall not be permitted to have any openings greater than 2 cm between the face boards, planks, or panels, for any portion of the fence below the height of 1.15 m measured from ground level.”

12. By-law PS-5 is amended by inserting a new section 5.10 as follows:

“5.10 Overhead and Slide to the Side Garage Door – requirements
Every pool facing overhead garage door, or pool facing slide to the side garage door that makes up part of the swimming pool fence shall be equipped with a device that without manual activation, automatically closes the overhead garage door, or slide to the side garage door within one minute of being passed through; and where the garage contains both a front and rear overhead or slide to the side garage door to create a through way, only one of the two doors may remain open following the clearance of a vehicle, object, or person.”

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

PASSED in Open Council on May 4, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – May 4, 2021
Second reading – May 4, 2021
Third reading – May 4, 2021

Bill No. 207
2021

By-law No. PS-5-21____

A by-law to amend By-law No. PS-5 referred to as Swimming Pool Fence By-law, to amend Part 7.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PS-5 with respect to contraventions of designated by-laws;

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

1. That Part 7 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 208
2021

By-law No. PS-6-21_____

A by-law to amend By-law No. PS-6 referred
to as Fence By-law, to amend Part 17.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PS-6 with respect to contraventions of designated by-laws;

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

1. That Part 17 of the By-law be amended by adding the following new section:
“Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 209
2021

By-law No. PW-2-21_____

A by-law to amend By-law No. PW-2 referred to as Abandoned Refrigerator, Freezer & Containers By-law, to amend Part 3.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PW-2 with respect to contraventions of designated by-laws;

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

1. That Part 3 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 210
2021

By-law No. PW-12-21_____

A by-law to amend By-law No. PW-12 referred to as Sound By-law, to amend Part 7.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. PW-12 with respect to contraventions of designated by-laws;

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

1. That Part 7 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 211
2021

By-law No. S-1-21____

A by-law to amend By-law No. S-1 referred
to as Streets By-law, to amend Part 9.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. S-1 with respect to contraventions of designated by-laws;

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

1. That Part 9 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 212
2021

By-law No. S.-5868()-_____

A by-law to amend By-law No. S.-5868-183
referred to as Sign By-law, to amend
Section 3.12.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. S.-5868-183 with respect to contraventions of designated by-laws;

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

1. That Section 3.12 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 213
2021

By-law No. S.-_____ -__

A by-law to rename a portion of “Blackwater Road” from “Sunningdale Road East”, northward to Block 5, Part of Lot 13 Concession 6, on Registered Plan 33M-764, and northward to Block 11, Part of Lot 13 Concession 6, on Registered Plan 33M-787 to “Appletree Gate”.

WHEREAS the Municipal Council of The Corporation of the City of London deems it expedient to rename the portion of Blackwater Road from Sunningdale Road East, northward to Block 5, Part of Lot 13 Concession 6, on Registered Plan 33M-764, and northward to Block 11, Part of Lot 13 Concession 6, on Registered Plan 33M-787 to Appletree Gate;

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

1. That portion of “Blackwater Road” from “Sunningdale Road East”, northward to Block 5, Part of Lot 13 Concession 6, on Registered Plan 33M-764, and northward to Block 11, Part of Lot 13 Concession 6, on Registered Plan 33M-787 shall hereinafter be called and known as Appletree Gate, and the name of the said street is hereby changed accordingly;
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 214
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 part of Paulpeel Avenue)

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

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Paulpeel Avenue, namely:

“All of Block 87 on Registered Plan 33M-691 in the City of London and County of Middlesex.”

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

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 215
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, east of Jennifer 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 Fanshawe Park Road East, east of Jennifer Road, namely:

“Part of Lot 15, Concession 4, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20782.”

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

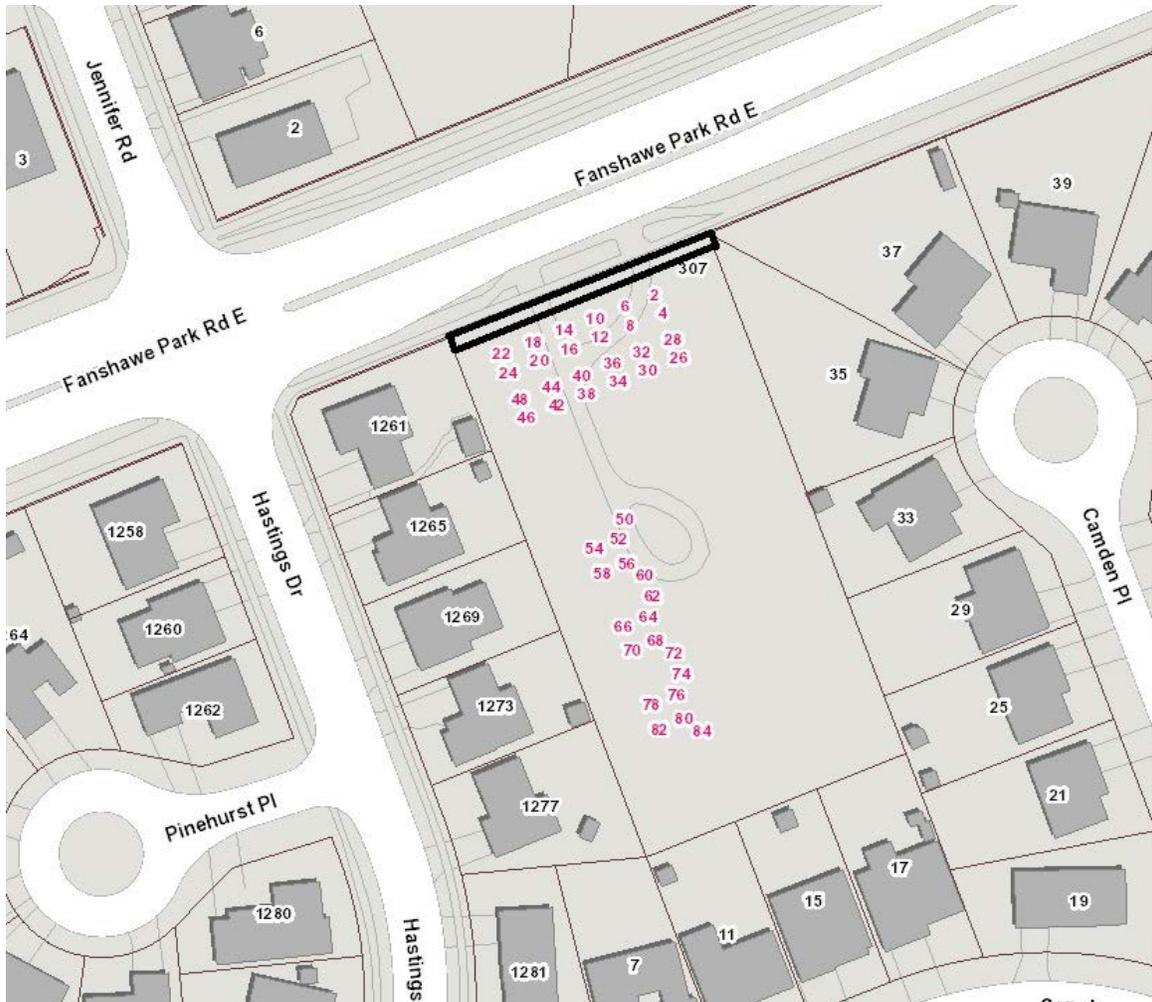
PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 216
2021

By-law No. W.- _____

A by-law to authorize the Dearness Home
Auditorium Expansion (Project No. DH1100)

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

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

1. The “Dearness Home Auditorium Expansion (Project No. DH1100)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$2,240,000.00.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 217
2021

By-law No. W.- _____

A by-law to authorize the Road Networks
Improvements (Main) (Project No. TS144621)

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

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

1. The “Road Networks Improvements (Main) (Project No. TS144621)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$939,460.00
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 218
2021

By-law No. WM-12-21_____

A by-law to amend By-law No. WM-12 referred to as Municipal Waste & Resource Materials Collection By-law, to amend Part 12.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. WM-12 with respect to contraventions of designated by-laws;

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

1. That Part 12 of the By-law be amended by adding the following new section: “Each person who contravenes any provision of this By-law shall, upon issuance of a penalty notice in accordance with the Administrative Monetary Penalty System By-law A-54, be liable to pay the City an Administrative Monetary Penalty.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Bill No. 219
2021

By-law No. Z.-1-21_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 3392 Wonderland Road South.

WHEREAS S.E.M. Construction have applied to remove the holding provision from the zoning for the lands located at 3392 Wonderland Road South, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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 3392 Wonderland Road South, as shown on the attached map comprising part of Key Map No. 111, to remove the h-17 holding provision so that the zoning of the lands as a Light Industrial 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 May 4, 2021

Ed Holder
Mayor

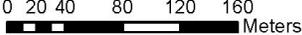
Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

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



Zoning as of December 24, 2020

<p>File Number: H-9298 Planner: SM Date Prepared: 2021/01/22 Technician: rc By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:4,000</p> <p>0 20 40 80 120 160 Meters </p> <p></p>
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Geodatabase

Bill No. 220
2021

By-law No. Z.-1-21_____

A by-law to amend By-law No. Z.-1 to rezone
1918 to 2304 and 2005 to 2331 Kilally Road
excluding 2065 Kilally Road.

WHEREAS the City of London has applied to rezone the Kilally South, East Basin Environmentally Significant Area, as shown on the map attached to this by-law, as set out below;

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

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 1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road, as shown on the attached map, from an Urban Reserve (UR3) Zone, to an Open Space (OS5) Zone and from an Urban Reserve (UR2) Zone and Urban Reserve (UR3) Zone, to an Environmental Review (ER) Zone.
2. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. 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 May 4, 2021.

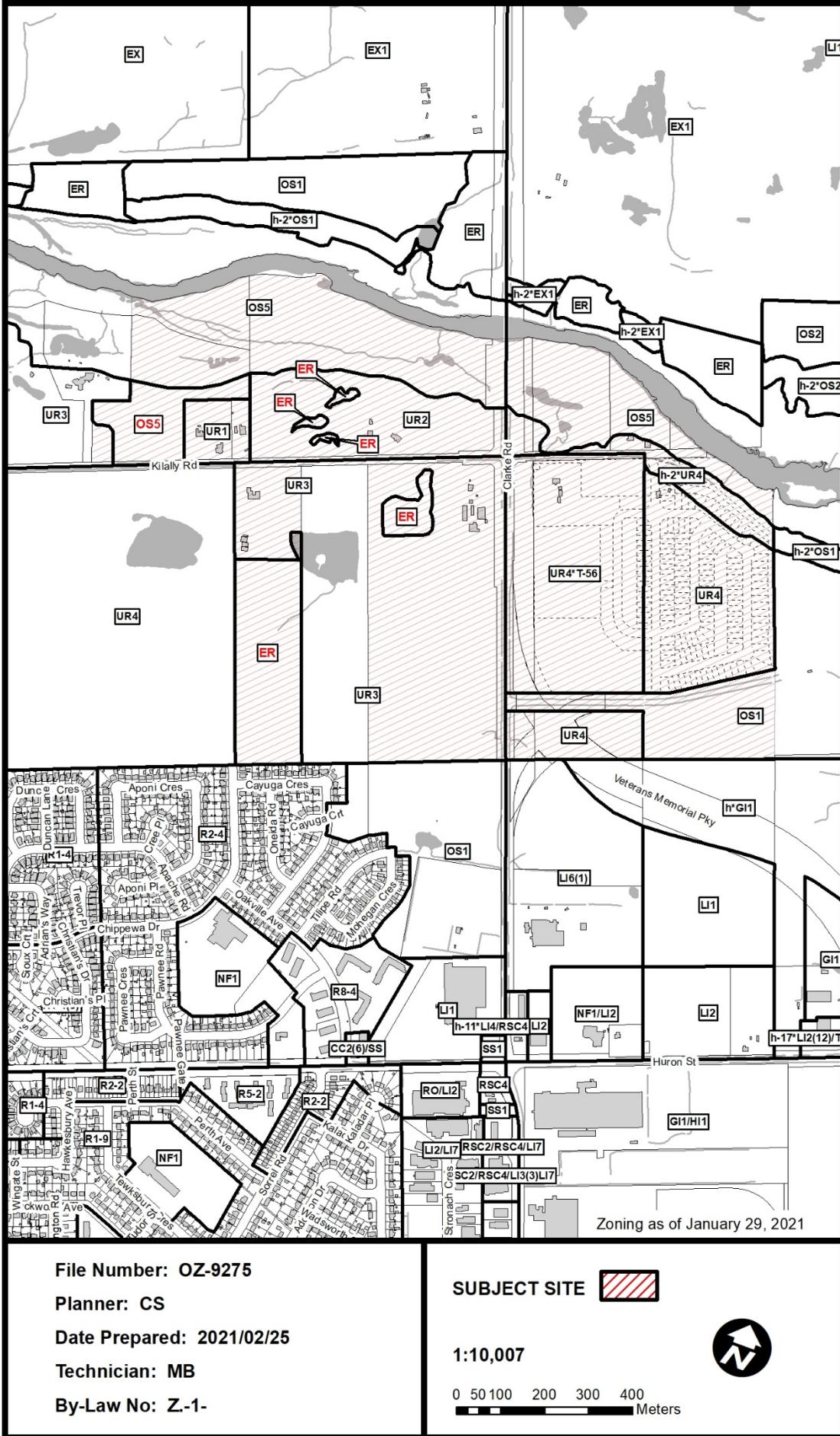
Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

Schedule "A"

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



Geodatabase

Bill No. 221
2021

By-law No. Z.-1-21_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 420 Fanshawe Park Road East.

WHEREAS 2431602 Ontario Limited (Westdell Development Corporation) has applied to remove the holding provision from the zoning for the lands located at 420 Fanshawe Park Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

NOWHEREFORE 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 420 Fanshawe Park Road East, as shown on the attached map comprising part of Key Map No. 102, to remove h-5 holding provisions so that the zoning of the lands as a Residential R1 Bonus (R1-7*B42) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

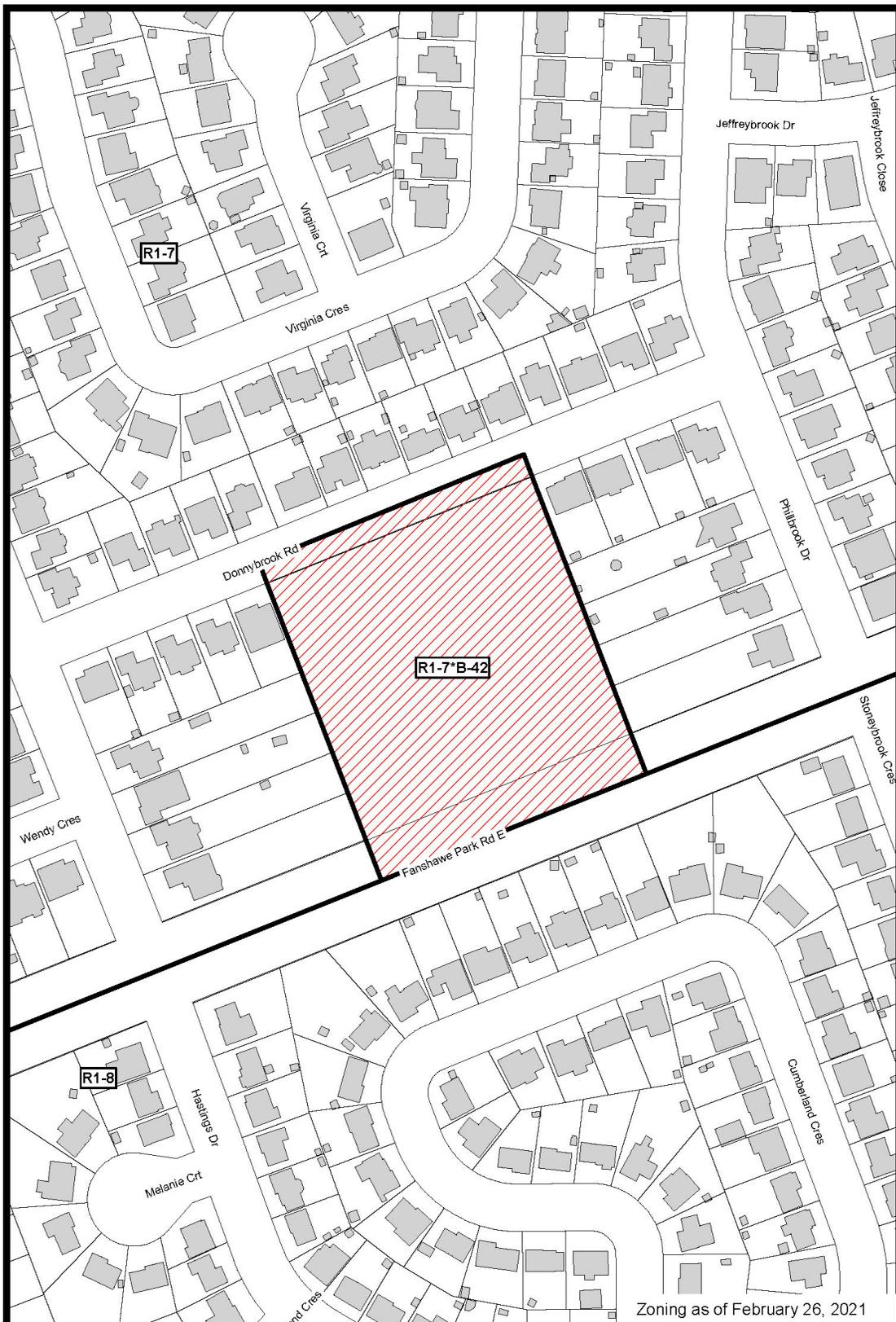
PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

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



<p>File Number: H-9320 Planner: SM Date Prepared: 2021/03/11 Technician: RC By-Law No: Z-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters</p> 
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Geodatabase

Bill No. 222
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 3493 Colonel Talbot Road.

WHEREAS Goldfield Ltd. has applied to remove the holding provisions from the zoning for the lands located at 3493 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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 3493 Colonel Talbot Road, as shown on the attached map, to remove the h and h-100 holding provisions so that the zoning of the lands as a Residential R6 Special Provision (R1-8(5)/R1-8(8)) Zone come into effect.
2. This by-law shall come into force and effect on the day it was passed.

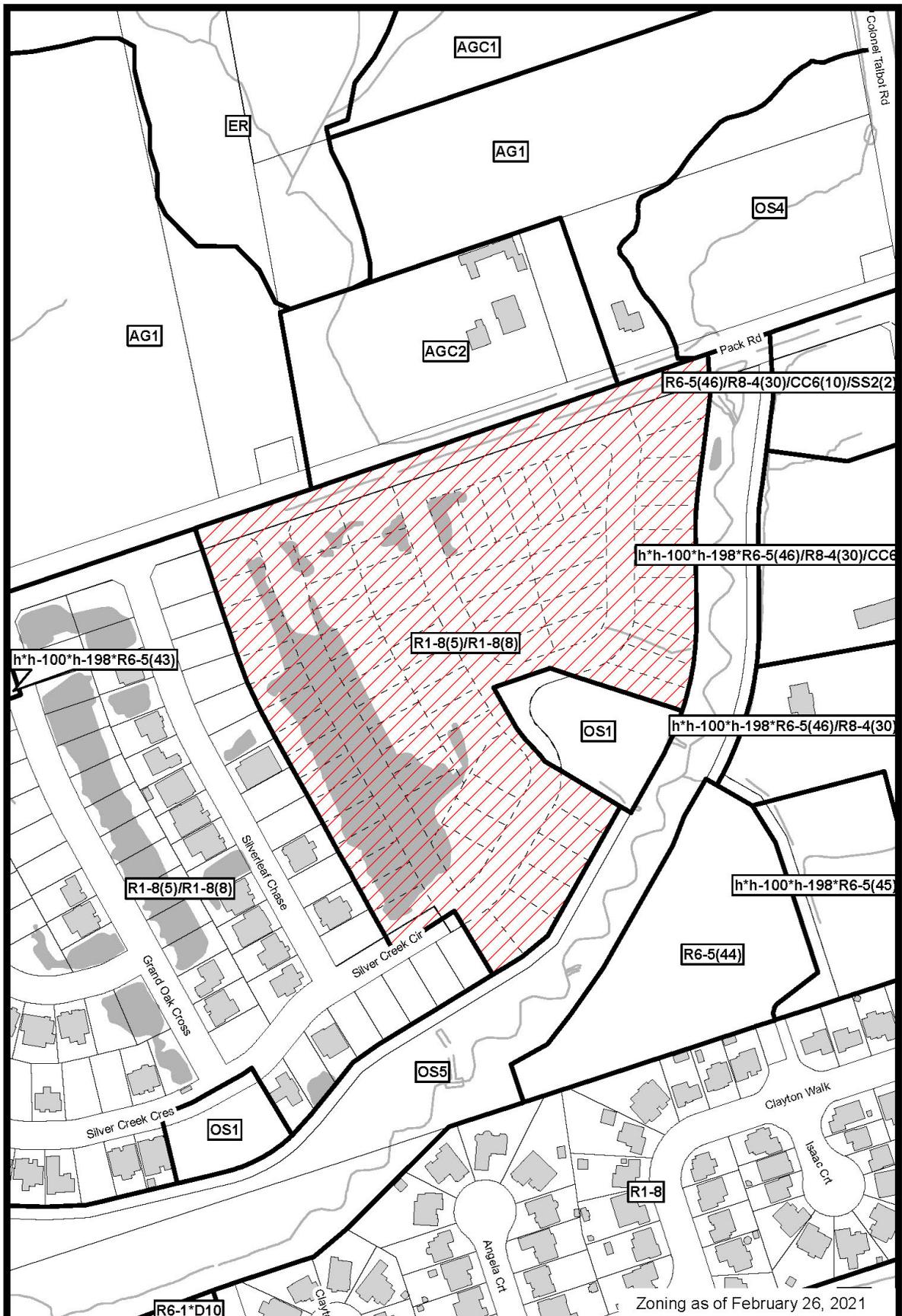
PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

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



File Number: H-9326
 Planner: MC
 Date Prepared: 2021/03/30
 Technician: rc
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,000

0 15 30 60 90 120
 Meters



Bill No. 223
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 2015 Shore Road.

WHEREAS Sifton Properties Limited has applied to remove the holding provisions from the zoning on lands located at 2015 Shore Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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 2015 Shore Road, as shown on the attached map, to remove the h and h-206 holding provisions so that the zoning of the lands as a Residential R6 Special Provision/Residential R7 Special Provision (R6-5(42)/R7(22)•D115•H30) Zone comes into effect.
2. This By-law shall come into force and effect on the day it was passed.

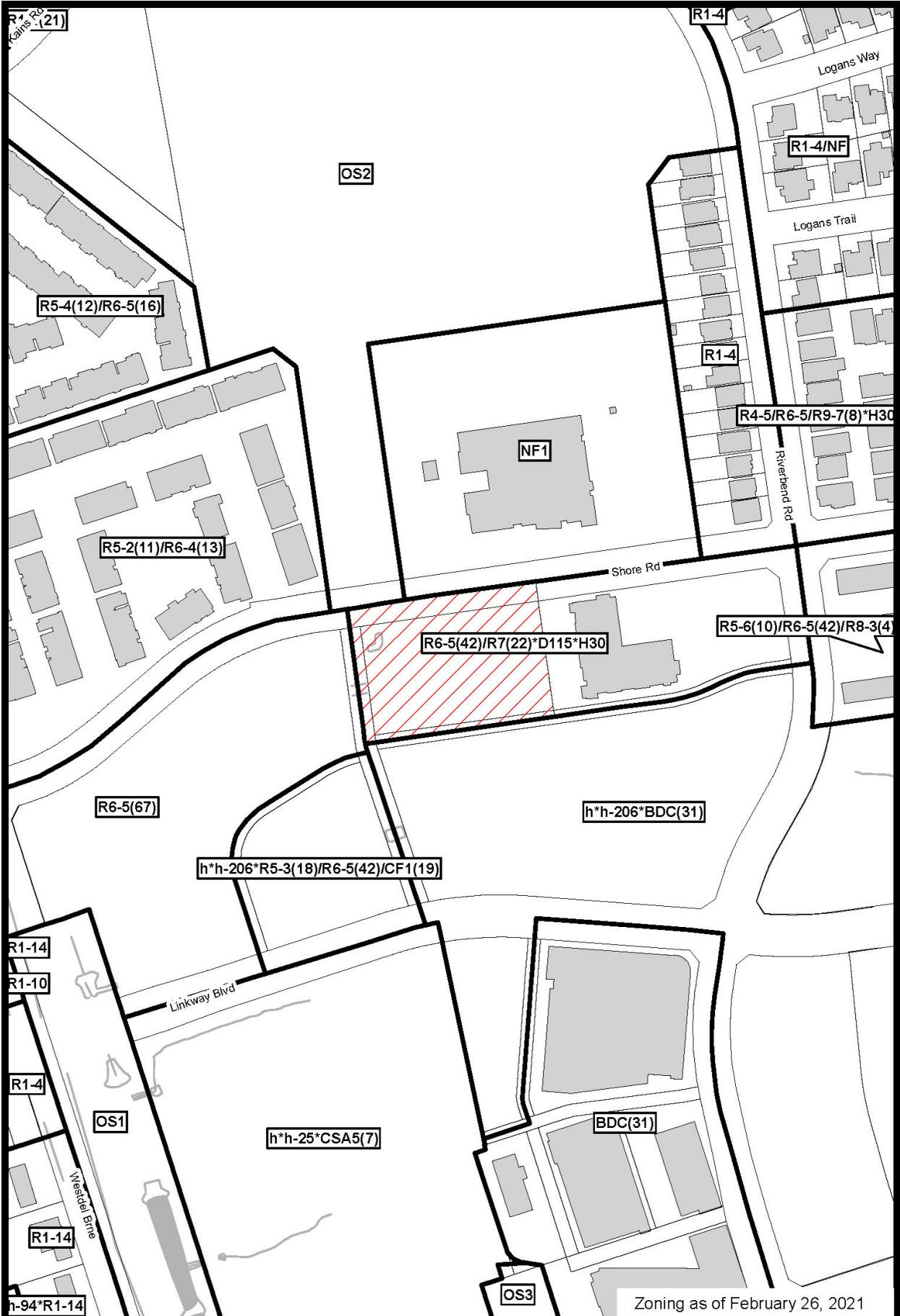
PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

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



File Number: H-9251
 Planner: LM
 Date Prepared: 2021/04/07
 Technician: rc
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.525 50 75 100 Meters



Bill No. 224
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 526 Oxford Street
East.

WHEREAS 2773070 Ontario Inc has applied to rezone an area of land
located at 526 Oxford Street East, as shown on the map attached to this by-law, as set
out below;

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

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 526 Oxford Street East, as shown on the attached map, from a
Residential R3/Office (R3-1/OC5) Zone to a Residential R3/ Office Conversion Special
Provision (R3-1/OC5(*)) Zone.

2. Section Number 17.4 of the Office Conversion Zone is amended by adding the
following Special Provision:

OC5() 526 Oxford Street East

a) Additional Permitted Use

i) Personal Service Establishment.

b) Regulations:

i) Number of parking spaces for all permitted uses (Minimum) 4

ii) Parking Area Setback from required road allowance (Minimum) 0.0m

iii) Gross floor area for Personal Service Establishment use (Maximum) 140m²

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

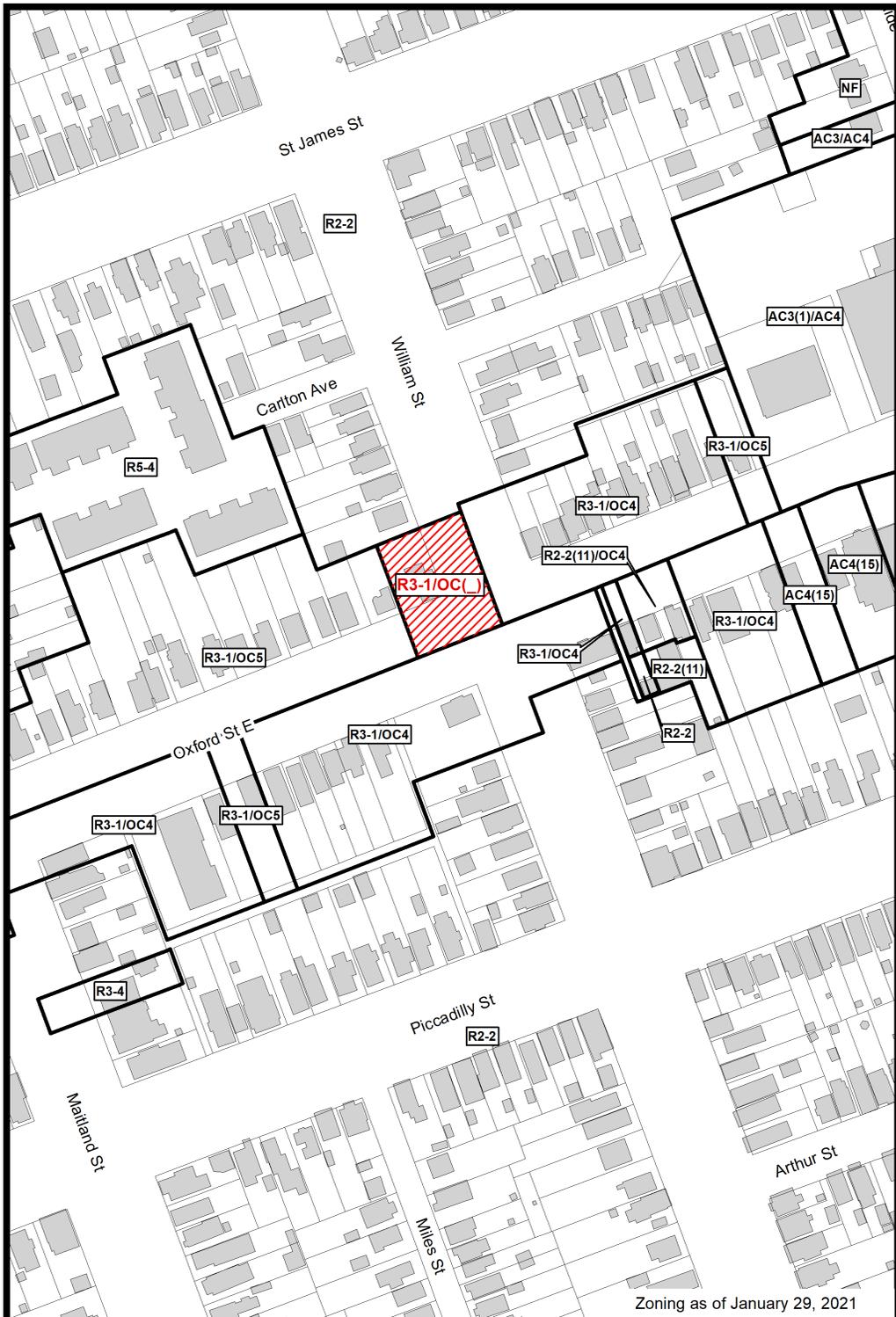
PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

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

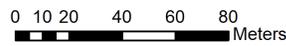


Zoning as of January 29, 2021

File Number: OZ-9303
 Planner: CS
 Date Prepared: 2021/03/02
 Technician: MB
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,000



Geodatabase

Bill No. 225
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 1701-1737
Richmond Street.

WHEREAS Richmond Hyland Centre Inc. c/o Westdell Development Corporation has applied to rezone an area of land located at 1701-1737 Richmond 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 1701-1737 Richmond Street, as shown on the attached map comprising part of Key Map No. A102, from an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3) Zone and an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone to an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(_)) Zone and an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone.

2. Section Number 24.4a) of the Associated Shopping Area Commercial (ASA1) Zone is amended by repealing the existing Special Provisions and replacing it with the following:

ASA1(5)	1701-1737 Richmond Street	
a)	Prohibited Use:	
i)	Grocery stores	
b)	Additional Permitted Use:	
i)	Food Store	
c)	Regulations:	
i)	Gross Floor Area (Maximum)	17,950 sq.m (193,212.19 sq.ft), inclusive of patios
ii)	Parking (Minimum)	550 spaces for all permitted uses

3. Section Number 24.4b) of the Associated Shopping Area Commercial (ASA2) Zone is amended by repealing and replacing the following Special Provision:

ASA2(3)	1701-1737 Richmond Street	
a)	Prohibited Use:	
i)	Supermarkets	
b)	Additional Permitted Use:	
i)	Food Store	

- c) Regulations:
 - i) Gross Floor Area for Supermarkets (Maximum) Not Applicable
 - i) Gross Floor Area (Maximum) 17,950 sq.m (193,212.19 sq.ft), inclusive of patios
 - ii) Parking (Minimum) 550 spaces for all permitted uses

4. Section Number 24.4c) of the Associated Shopping Area Commercial (ASA3) Zone is amended by repealing the existing Special Provisions and replacing it with the following:

ASA3(1) 1701-1737 Richmond Street

- a) Additional Permitted Use:
 - i) Food Store
- b) Regulations:
 - i) In addition to the permitted uses of the ASA3 Zone, offices are a permitted use subject to a maximum gross floor area of 4,645 square metres (50,000 square feet) for all office uses and a maximum height of 16 metres (52.5 feet) for office buildings.
 - ii) The application of the maximum gross floor area requirements of office use shall be to the ASA3(1) Zone and not to the individual properties contained within the zone. Gross floor area shall be allocated in proportion to the lot size as it relates to the total area zoned.
 - iii) Gross Floor Area (Maximum) 17,950 sq.m (193,212.19 sq.ft), inclusive of patios
 - iv) Parking (Minimum) 550 spaces for all permitted uses

5. Section Number 24.4c) of the Associated Shopping Area Commercial (ASA3) Zone is amended by adding the following Special Provision:

ASA3(_) 1701-1737 Richmond Street

- a) Additional Permitted Use:
 - i) Food Store
- b) Regulations:
 - i) Gross Floor Area (Maximum) 17,950 sq.m (193,212.19 sq.ft), inclusive of patios
 - ii) Parking (Minimum) 550 spaces for all permitted uses

6. 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.

7. 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.

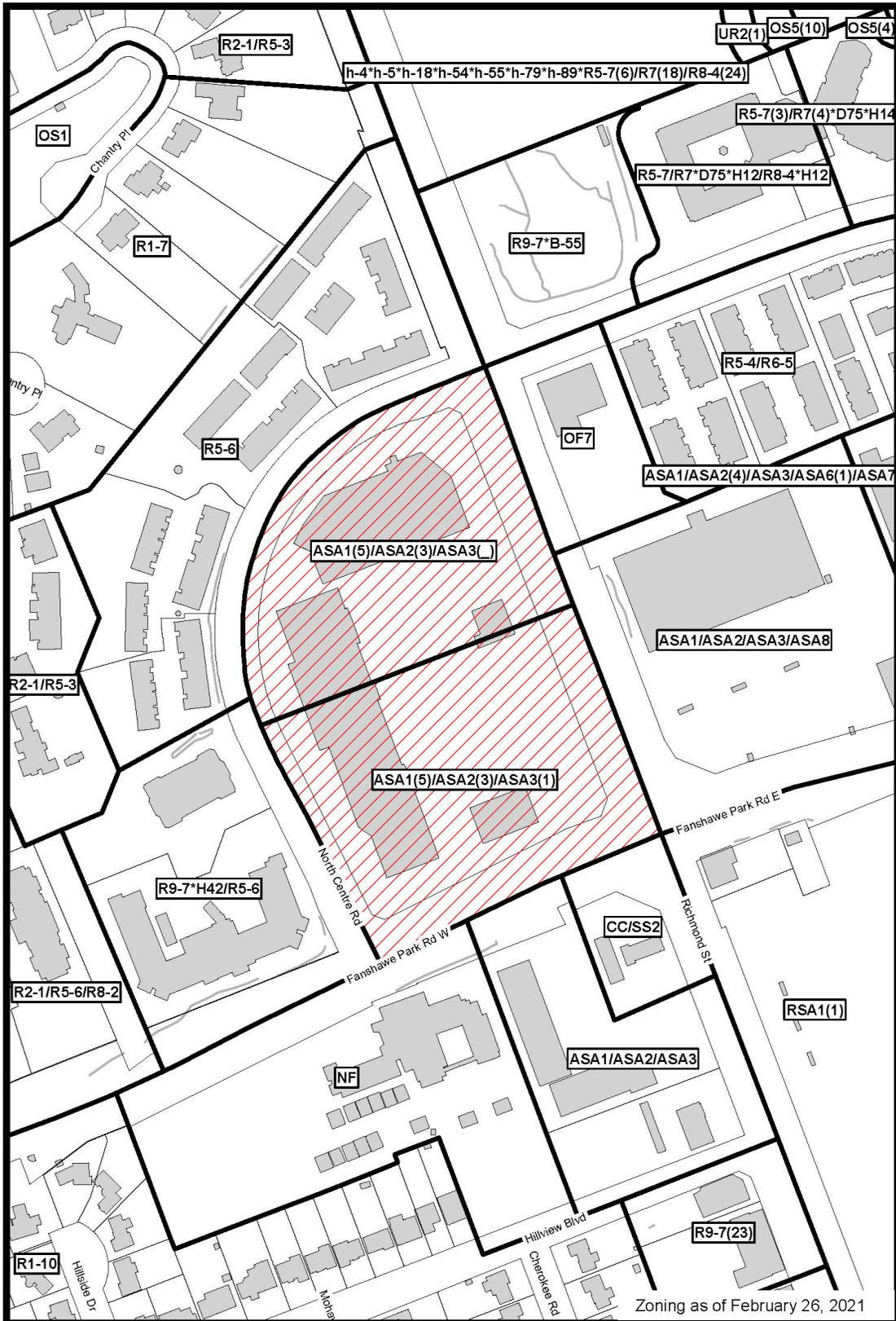
PASSED in Open Council on May 4, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 4, 2021
Second Reading – May 4, 2021
Third Reading – May 4, 2021

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



<p>File Number: Z-9291 Planner: CM Date Prepared: 2021/03/22 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>
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Geodatabase