



# Council Agenda Including Addeds

The 9th Meeting of City Council

June 15, 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.

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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. (6.1/9/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. (6.2/9/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. (6.3/9/CSC)

<b>5.</b>	<b>Confirmation and Signing of the Minutes of the Previous Meeting(s)</b>	
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4. (2.3) Contract Award: Tender RFT 21-63 - Hyde Park Road and Sunningdale Road West Roundabout
5. (2.4) Purchase of Rotary Drum Thickener for Greenway Wastewater Treatment Plant
6. (2.5) White Oak Road Two-Lane Upgrades from Exeter Road to 400 m South - Appointment of Consulting Engineer
7. (2.6) Appointment of Consulting Engineers for the Infrastructure Renewal Program
8. (2.7) Emergency Repair of Dewatering Centrifuge for Greenway Wastewater Treatment Plant
9. (5.1) Deferred Matters List

8.2. 9th Report of the Planning and Environment Committee

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2. (2.1) 234 Edgevalley Road - Removal of Holding Provisions - (H-9342) (Relates to Bill No. 280)
3. (2.2) 704 and 706 Boler Road - Boler Heights Subdivision - Special Provisions - (39T-15503)
4. (2.3) 995 Fanshawe Park Road West - Creekview Subdivision Phase 4 - Special Provisions - (39T-05512-4)
5. (2.4) 1600 Twilite Boulevard - (H-9345) (Relates to Bill No. 281)
6. (2.5) Building Division Monthly Report for March 2021
7. (2.6) 4th Report of the Environmental and Ecological Planning Advisory Committee
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9. (3.2) 1752 – 1754 Hamilton Road (Relates to Bill No. 283)
10. (3.3) Request to Remove Properties from the Register of Cultural Heritage Resources
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4.	(2.4) Standing Committee Meetings and Annual Meeting Calendar	
5.	(2.5) Agency, Board and Commission Asset Management	

## Maturity Assessment Review

6. (2.6) Declare Surplus - Portion of City-Owned Property - Part of Carfrae Park East
7. (2.3) Review of Ward Boundaries Update
8. (4.1) Province of Ontario – Request for Comment – Code of Conduct for Members of Council and Report on the Town of Collingwood Judicial Inquiry
9. (4.2) Application - Issuance of Proclamation - Childhood Cancer Awareness Month
10. (5.1) Application - Issuance of Proclamation - Longest Day of Smiles

### 9. Added Reports

- 9.1. 9th Report of Council in Closed Session

### 10. Deferred Matters

### 11. Enquiries

### 12. Emergent Motions

- 12.1. Councillors M. Salih and A. Kayabaga - Hyde Park Road Terrorist Attack 224
  1. Councillor J. Morgan and Mayor E. Holder 225
- 12.2. Councillors J. Helmer and E. Peloza - Proclamation Request - Indigenous Peoples Day 226

### 13. By-laws

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

- 13.1. Bill No. 269 By-law No. A.- \_\_\_\_ - \_\_\_\_ 228

A by-law to confirm the proceedings of the Council Meeting held on the 15th day of June, 2021. (City Clerk)
- 13.2. Bill No. 270 By-law No. A.- \_\_\_\_ - \_\_\_\_ 229

A by-law to approve and authorize the execution of the Letter of Intent, and any future amended versions, between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing and The Corporation of the City of London, to initiate a loan agreement through the National Housing Co-Investment Fund to support repairs to London and Middlesex Community Housing's portfolio of housing. (2.4/9/CPSC)
- 13.3. Bill No. 271 By-law No. C.P.-1512(\_\_)-\_\_\_\_ 235

A by-law to amend The London Plan for the City of London, 2016 relating to 435-451 Ridout Street North. (3.10c/9/PEC)
- 13.4. Bill No. 272 By-law No. E.- \_\_\_\_ - \_\_\_\_ 239

	A by-law to establish the dates for advance voting and the hours during which voting places shall be open on those dates for the 2022 Municipal Election. (2.2a/9/CSC)	
13.5.	Bill No. 273 By-law No. E.-_____-_____  A by-law to authorize the use of poll optical scanning vote tabulators, voting by mail, advance voting and proxy voting for the 2022 Municipal Election; and to repeal By-law No. E.-182-116 entitled “A by-law to authorize the use of touchscreen voting machines, poll optical scanning vote tabulators, voting by mail, advance voting and proxy voting for the 2018 Municipal Election.” (2.2c/9/CSC)	240
13.6.	Bill No. 274 By-law No. PS-113-21_____  A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.2/8/CWC)	241
13.7.	Bill No. 275 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 Commissioners Road West, west of Halls Mill Road) (Chief Surveyor – for road widening purposes on Commissioners Rd W, registered as ER1360347, pursuant SPA19-116 and in accordance with Z.-1)	243
13.8.	Bill No. 276 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 Clarke Road, north of Charterhouse Crescent) (Chief Surveyor – for road widening purposes on Clarke Road, registered as ER1354384, pursuant to B.035/19 and in accordance with Z.-1)	245
13.9.	Bill No. 277 By-law No. W.-5577(____)-_____  A by-law to amend by-law No. W.-5577-64 entitled, “A by-law to authorize the Western Road and Philip Aziz Avenue Improvements. (Project No. TS1136).” (2.3/7/CWC)	247
13.10.	Bill No. 278 By-law No. W.-5642(____)-_____  A by-law to amend by-law No. W.-5642-466 entitled, “A by-law to authorize debenture financing for project ES5263 – Southwest Capacity Improvement.” (2.2/7/CWC)	248
13.11.	Bill No. 279 By-law No. W.-_____-_____  A by-law to authorize Capital Project TS1627 – Philip Aziz – Western Rd to Thames River. (2.7/7/CWC)	249
13.12.	Bill No. 280 By-law No. Z.-1-21_____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 234 Edgevalley Road. (2.1/9/PEC)	250
13.13.	Bill No. 281 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 1600 Twilite Boulevard. (2.4/9/PEC)	252

13.14.	Bill No. 282 By-law No. Z.-1-21_____	254
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 349 Southdale Road East. (3.1/9/PEC)	
13.15.	Bill No. 283 By-law No. Z.-1-21_____	256
	A bylaw to amend By-law No. Z.-1 to rezone lands located at 1752-1754 Hamilton Road. (3.2/9/PEC)	
13.16.	Bill No. 284 By-law No. Z.-1-21_____	258
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1697 Highbury Avenue North. (3.8/9/PEC)	
13.17.	Bill No. 285 By-law No. Z.-1-21_____	260
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1634 – 1656 Hyde Park Road, 1480 North Routledge Park and Part of 1069 Gainsborough Road. (3.9/9/PEC)	
13.18.	Bill No. 286 By-law No. Z.-1-21_____	264
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 435-451 Ridout Street North (3.10d/9/PEC)	

**14. Adjournment**



## Council Minutes

The 8th Meeting of City Council  
May 25, 2021, 4:00 PM

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

Absent: M. Salih

Also Present: J. Taylor and B. Westlake-Power  
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, G. Belch, G. Bridge, M. Butlin, B. Card, K. Dickins, M. Goldrup, G. Kotsifas, K. Scherr, C. Saunders, M. Schulthess, C. Smith, G. Smith, S. Tatavarti, A. Thompson, B. Warner and P. Yeoman.  
The meeting was called to order at 4:02 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih; it being noted that the following Members attended the meeting remotely: M. van Holst, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

### 1. Disclosures of Pecuniary Interest

Councillor E. Pelozza discloses a pecuniary interest in Item 9 (2.8) of the 8th Report of the Community and Protective Services Committee and related Bill No. 247, having to do with Integrated Subsidized Transit Program: Phase 1 Funding Agreement, by indicating that her son makes use of the Subsidized Transit Program.

Councillor S. Turner discloses a pecuniary interest in Item 4.4 (6.4) of the 8th Report of the Council, In Closed Session and related Added Bill No. 265, having to do with Minutes of Settlement and Letter of Understanding providing for a bilingual stipend, between The Corporation of the City of London and Local Union No. 101 (Canadian Union of Public Employees (“CUPE Local 101”), by indicating that he supervises CUPE Local 101 employees and the Middlesex London Health Unit.

### 2. Recognitions

2.1 His Worship the Mayor recognizes, in absentia, the recipient of the 2021 Tim Hickman Health and Safety Scholarship: Skylar Synesael

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

None.

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

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. 243, being a by-law to confirm the proceedings of the Council Meeting held on the 25th day of May, which will be considered, prior to Stage 14 – Adjournment; and



b) Stage 9 – Added Reports –Item 9.1 – 8th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

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. Pelosa, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

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

Motion made by: E. Pelosa

Seconded by: S. Lehman

That the Minutes of the 7th Meeting, held on May 4, 2021, BE APPROVED.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

**6. Communications and Petitions**

Motion made by: M. Cassidy

Seconded by: E. Pelosa

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

6.1 2631 Hyde Park Road and 1521 Sunningdale Road West (Refer to the Planning and Environment Committee Stage for Consideration with Item 11 (3.2) of the 8th Report of the Planning and Environment Committee);

1. P.W Vandebosch, Cram and Associates

2. J. Pratt, Thames Valley District School Board

6.2 Property Standards By-law (Refer to the Community and Protective Services Committee Stage for Consideration with Item 5 (2.4) of the 8th Report of Community and Protective Services Committee):

1. M. Atalla, R. Hawkes, L. Kleinert, M. Niazi, A. White, and LifeSpin

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. Pelosa, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

**7. Motions of Which Notice is Given**

None.

## 8. Reports

### 8.1 8th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 8th Report of the Planning and Environment Committee BE APPROVED, excluding Items 10 (3.1), 11 (3.2) and 12 (3.3).

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. (2.2) 1620 Noah Bend (Block 95, Plan 33M-733) - (P-9338)

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 Kenmore Homes (London) Inc., to exempt Block 95, Plan 33M-733 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 May 10, 2021 BE INTRODUCED at a future Council meeting, to exempt Block 95, Plan 33M-733 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-4(4)) which permits street townhouse dwellings;

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 95, Plan 33M-733 as noted in clause a) above:

i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;

ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;

iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;

- iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
- v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
- vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
- vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) the applicant shall provide a draft transfer of the easements to be registered on title;
- xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question; and,
- xiv) in accordance with condition v), the applicant provide servicing drawings of municipal servicing to each of the blocks created within 1620 Noah Bend to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D05)

**Motion Passed**

3. (2.3) 335 Kennington Way and 3959 Mia Avenue (33M-765, Block 1, RP 33R-20777 Parts 2 & 3) - (P-9304) (Relates to Bill No. 251)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Prosperity Homes, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 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 Planning Act, R.S.O. 1990, c.P. 13, for a period not exceeding three (3) years. (2021-D05)

**Motion Passed**

4. (2.4) 3964 Mia Avenue (33M-765, Block 2) - (P-9305) (Relates to Bill No. 252)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Prosperity Homes, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to exempt Block 2, Plan 33M-765 from the Part-Lot Control provisions of Subsection 50(5) of the Planning Act, R.S.O. 1990, c.P. 13, for a period not exceeding three (3) years. (2021-D05)

**Motion Passed**

5. (2.5) 146 and 184 Exeter Road – Middleton Subdivision - Phase 3 - Removal of Holding Provisions - (H-9294) (Relates to Bill No. 259)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 146 and 184 Exeter Road, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 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•R1-4(29)) Zone and a Holding Residential R1 Special Provision (h•h-100•R1-13(7)) Zone TO a Residential R1 Special Provision (R1-4(29)) Zone and a Residential R1 Special Provision (R1-13(7)) Zone to remove the h and h-100 holding provisions. (2021-D09)

**Motion Passed**

6. (2.6) 1639–1685 Brayford Avenue – Removal of Holding Provision - (H-9336) (Relates to Bill No. 260)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Jefferson Homes Ltd., relating to lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 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 (h-37•R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the h-37 holding provision. (2021-D09)

**Motion Passed**

7. (2.7) 2258–2334 Wickerson Road – Removal of Holding Provision - (H-9337) (Relates to Bill No. 261)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Kape Developments Ltd., relating to lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 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-37•R1-3(7)) Zone TO a Residential R1 Special Provision (R1-3(7)) Zone, and FROM Holding Residential R1 (h-37•R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the h-37 holding provision. (2021-D09)

**Motion Passed**

8. (2.8) 1284 and 1388 Sunningdale Road West - Kent Subdivision - Phase 3 - Special Provisions - (39T-04510-3C)

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 Foxhollow North Kent Development Inc., for the subdivision of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Sunningdale Road West, between Wonderland Road North and Hyde Park Road, and on the north side of the Heard Drain, municipally known as 1284 and 1388 Sunningdale Road West:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Development Inc., for the Foxhollow North Kent Subdivision, Phase 3C (39T-04510-3C) appended to the staff report dated May 10, 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 May 10, 2021 as Appendix "B";

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**

9. (2.1) London Plan Appeals Update – Results of April 15, 2021  
Local Planning Appeal Tribunal (LPAT) Decision

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated May 10, 2021 entitled "London Plan Appeals Update - Results of April 15, 2021 Local Planning Appeal Tribunal (LPAT) Decision", with respect to an update on the status of London Plan Appeals, BE RECEIVED for information. (2021-L01)

**Motion Passed**

13. (4.1) Councillor M. van Holst - Meadowlilly ESA

Motion made by: P. Squire

That, the communication from Councillor M. van Holst with respect to the preserving environmental heritage near the Meadowlilly Environmentally Significant Area BE RECEIVED for information.

**Motion Passed**

14. (5.1) 3rd Report of the Trees and Forests Advisory Committee

Motion made by: P. Squire

That, the following actions be taken with respect to the 3rd Report of the Trees and Forests Advisory Committee from its meeting held on April 28, 2021:

a) Municipal Council BE ADVISED that the Trees and Forests Advisory Committee recommends that road narrowing be a priority for the Neighbourhood Street Renewal Program projects, to maximize the space for trees and sidewalks within the right of way;

it being noted that a verbal presentation from D. MacRae, Director, Roads and Transportation, with respect to this matter, was received;

b) the following actions be taken with respect to the Veteran Tree Incentive Program:

i) the Civic Administration BE REQUESTED to explore options to target recipients who genuinely need additional financial support in order to maintain their veteran trees;

ii) the Civic Administration BE REQUESTED to consider and compare, during its review of the above-noted program, its cost-efficiency relative to the canopy cover that is expected to be gained; and,

iii) the Civic Administration BE REQUESTED to seek to prioritize low canopy neighbourhoods and non-invasive species for the above-noted program, given that funding is limited and not all of the veteran trees can be maintained;

it being noted that the presentation, as appended to the added agenda, from S. Rowland, Urban Forestry Planner, with respect to this matter, was received;

c) the final 2021 Trees and Forests Advisory Committee Work Plan, BE APPROVED;

d) the following actions be taken with respect to the communication, as appended to the added agenda, from J. Kogelheide with respect to tree care communications:

i) the Civic Administration BE REQUESTED to implement the Trees and Forest Advisory Committee's recommendation with respect to the distribution of promotional materials related to tree care practices including:

- A) proper tree mulching;
- B) watering newly planted trees; and,
- C) not travelling with firewood;

it being noted that the above-noted communication, with respect to this matter, was received; and,

e) clauses 1.1, 2.3, 3.1 and 3.2, inclusive, 5.1 and 5.2, inclusive and 5.5 BE RECEIVED, for information.

#### **Motion Passed**

10. (3.1) 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street (TZ-9316) (Relates to Bill No. 262)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, with respect to the application of Farhi Holdings Corporation relating to the properties located at 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), by extending the Temporary Use (T-70) Zone for a period not exceeding three (3) years;

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

- a communication dated May 3, 2021 from M. Smith, by e-mail;
- a communication dated May 4, 2021 from K. Langdon, by e-mail;
- a communication dated May 4, 2021 from G. Anastasiadis, by e-mail;

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 extension to the Temporary Use (T-70) Zone is consistent with the Provincial Policy Statement, 2020;
- the recommended extension to the Temporary Use (T-70) Zone conforms to the in-force policies of the 1989 Official Plan, including but not limited to, the Temporary Use By-law policies;
- the recommended extension to the Temporary Use (T-70) Zone conforms to the in-force policies of The London Plan, including but not limited to, the Temporary Use Provisions;
- the recommended extension to the Temporary Use (T-70) Zone does not compromise the ability to achieve the long-term goals of Our Move Forward: London's Downtown Plan;
- the recommended extension to the Temporary Use (T-70) Zone is appropriate to help maintain an adequate supply of parking to service businesses in the Downtown and on Richmond Row pending the gradual transition away from the use of surface commercial parking lots as transit ridership increases and as alternative parking spaces are provided; and,
- the parking lots have existed for periods ranging from 15-28 years and have achieved a measure of compatibility with the surrounding land uses. (2021-D09)

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

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

Absent: (1): M. Salih

**Motion Passed (9 to 5)**

11. (3.2) 2631 Hyde Park Road and 1521 Sunningdale Road West – (O-9190) (Relates to Bill No's. 253 and 254)

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 Auburn Developments Inc., relating to the property located at 2631 Hyde Park Road and 1521 Sunningdale Road West:

- a) the proposed by-law appended to the staff report dated May 10, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO an Urban Reserve Community Growth and Environmental Review designation;
- b) the proposed by-law appended to the staff report dated May 10, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend The London Plan to change the Place Type of the subject lands FROM a Green Space place type TO a Future Community Growth place type and Environmental Review place type; it being noted that the amendments will come into full force and effect concurrently with Map 1 and Map 7 of The London Plan;



c) the request to amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO a Low Density Residential designation BE REFUSED for the following reasons:

- i) the proposed amendment is not consistent with the Provincial Policy Statement 2020 as it does not ensure an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- ii) the proposed amendment does not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;
- iii) the proposed amendment does not conform to the in-force policies of The London Plan, including but not limited to the Key Directions and Secondary Plan Policies;
- iv) the requested amendment is premature. The site needs to be considered through a larger planning review process (a secondary plan) to determine its integration within a larger future neighbourhood, the applicable vision and character for the new neighbourhood, what an appropriate land use pattern is for the area, and other technical requirements;
- v) the subject site is at a key location within the broader planning context and its designation and potential future development without consideration of the surrounding lands is not “big-picture” or long term thinking and if designated in isolation of these lands, it could result in future land use, servicing, and road network issues;
- vi) the subject site has not been reviewed for urban land uses which would have taken into account servicing demands/road networks and schooling/public service facility requirements for the subject site within the larger context of the Fox Hollow Community Plan;
- vii) the proposed amendment in isolation of the surrounding lands could result in an inefficient development and land use pattern and create issues with the future expansion of the settlement area as the current amendment may ultimately conflict with the vision and goals of the future Secondary Plan in the area; and,
- viii) the lands were originally designated and zoned for the sole purpose of a cemetery use;

d) the request to amend the Official Plan to change the designation of the subject lands FROM a Green Space place type TO a Neighbourhood place type BE REFUSED for the following reasons:

- i) the proposed amendment is not consistent with the Provincial Policy Statement 2020 as it does not ensure an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- ii) the proposed amendment does not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;

- iii) the proposed amendment does not conform to the in-force policies of The London Plan, including but not limited to the Key Directions and Secondary Plan Policies;
- iv) the requested amendment is premature. The site needs to be considered through a larger planning review process (a secondary plan) to determine its integration within a larger future neighbourhood, the applicable vision and character for the new neighbourhood, what an appropriate land use pattern is for the area, and other technical requirements;
- v) the subject site is at a key location within the broader planning context and its designation and potential future development without consideration of the surrounding lands is not “big-picture” or long term thinking and if designated in isolation of these lands, it could result in future land use, servicing, and road network issues;
- vi) the subject site has not been reviewed for urban land uses which would have taken into account servicing demands/road networks and schooling/public service facility requirements for the subject site within the larger context of the Fox Hollow Community Plan;
- vii) the proposed amendment in isolation of the surrounding lands could result in an inefficient development and land use pattern and create issues with the future expansion of the settlement area as the current amendment may ultimately conflict with the vision and goals of the future Secondary Plan in the area; and,
- viii) the lands were originally designated and zoned for the sole purpose of a cemetery use;

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

- a communication dated May 6, 2021, from S. Stapleton, Vice-President, Auburn Developments; 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;

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

- the recommended amendment is consistent with the Provincial Policy Statement (PPS) 2020 as it ensures an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Secondary Plan Policies, Future Community Growth and Environmental Review policies;
- the recommended amendment ensures that the subject site is reviewed through a comprehensive review process along with the surrounding lands to ensure the efficient expansion of the

settlement area and comprehensive review of land use and servicing needs for the area; and,

- the recommended amendment prevents ad-hoc planning and prevents future compatibility issues with the surrounding lands in regards to land use impacts, servicing constraints and sufficient public service facilities being able to support the proposed development. (2021-D08)

**Amendment:**

Motion made by: S. Lehman

Seconded by: P. Squire

That the application from Auburn Developments Inc, relating to the property located at 2631 Hyde Park Road and 1521 Sunningdale Road West BE REFERRED back to the Civic Administration in order to provide an opportunity for discussions to be held with the Thames Valley District School Board to receive details on the Board's requirements for and the timing of the construction of a future school on the subject land, with consideration also being given to the timing of the development of a future plan of subdivision and the possible future servicing on the subject land and report back to a future meeting of the Planning and Environment Committee on the results of those discussions.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Peloza, and S. Hillier

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

Absent: (1): M. Salih

**Motion Passed (10 to 4)**

12. (3.3) 3557 Colonel Talbot Road (SPA20-063)

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 2749282 Ontario Inc., relating to the property located at 3557 Colonel Talbot Road:

a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to facilitate the construction of the proposed residential development:

- i) the lack of consultation with the property owners on the west side of the property;
- ii) potential runoff on the west side of the property;
- iii) the impact of the removal of the three mature evergreen trees; and,
- iv) the potential impact of the retaining wall and any potential impact of that on the cedar hedge; and,

b) the Approval Authority BE ADVISED that the Municipal Council does not have any issues with respect to the Site Plan Application, and Council supports the Site Plan Application;

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- D11)

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

That part b) BE AMENDED to read as follows:

b) the Approval Authority BE ADVISED that the Municipal Council requests that the following matters be considered by the Approval Authority with respect to the Site Plan Application:

i) the comments received to date regarding the privacy concerns and loss of boundary landscaping be considered; and,

ii) the City's Landscape Architect be requested to continue to work with the applicant's Landscape Architect to develop a landscape plan that would enhance the existing and proposed landscaping to provide for greater privacy between the proposed development and adjacent properties;

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.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

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

That Item 12 (3.3), as amended BE APPROVED.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

Item 12 (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 2749282 Ontario Inc., relating to the property located at 3557 Colonel Talbot Road:

a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to facilitate the construction of the proposed residential development:

i) the lack of consultation with the property owners on the west side of the property;

ii) potential runoff on the west side of the property;

- iii) the impact of the removal of the three mature evergreen trees; and,
  - iv) the potential impact of the retaining wall and any potential impact of that on the cedar hedge; and,
- b) the Approval Authority BE ADVISED that the Municipal Council requests that the following matters be considered by the Approval Authority with respect to the Site Plan Application:
- i) the comments received to date regarding the privacy concerns and loss of boundary landscaping be considered; and,
  - ii) the City's Landscape Architect be requested to continue to work with the applicant's Landscape Architect to develop a landscape plan that would enhance the existing and proposed landscaping to provide for greater privacy between the proposed development and adjacent properties;

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.

8.2 8th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 8th Report of the Community and Protective Services Committee BE APPROVED, excluding item 9 (2.8).

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 4th Report of the Accessibility Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 4th Report of the Accessibility Advisory Committee, from its meeting held on April 22, 2021:

- a) the Municipal Council BE ADVISED that the Accessibility Advisory Committee (ACCAC) continues to support its previous recommendation, from its meeting held on January 28, 2021, with respect to the installation of sidewalks in the City of London; it being noted that the recommendation read as follows:  
 "That the following actions be taken with respect to the Memo dated January 20, 2021, from the Director, Roads and Transportation, related to the 2021 Neighbourhood Street Reconstruction Projects - Complete Streets Sidewalk Assessments:

i) the Civic Administration BE ADVISED that the Accessibility Advisory Committee (ACCAC) supports the inclusion of sidewalks on both sides of the streets listed within the above-noted Memo except in circumstances that warrant sidewalks on only one side of the street; and,

ii) the Civic Administration BE ADVISED that the only instances that call for zero sidewalks on a street should be situations where the circumstances are insurmountable for the installation of sidewalks and, in those cases, the ACCAC should be consulted”;

it being noted that the ACCAC reviewed the Municipal Council resolution letter, from its meeting held on March 23, 2021, with respect to New Sidewalks in 2021 Infrastructure Reconstruction Projects; and,

b) clauses 1.1, 2.1, 3.1, 3.2, 3.4 and 4.1 BE RECEIVED.

**Motion Passed**

3. (2.2) 2nd Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: J. Helmer

That the 2nd Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on April 22, 2021, BE RECEIVED.

**Motion Passed**

4. (2.3) Health Canada Consultation - Personal Production of Cannabis for Medical Purposes

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated May 11, 2021, related to Health Canada Consultation for Personal Production of Cannabis for Medical Purposes:

a) the above-noted staff report BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to continue to consult with the Federal Government to identify challenges relating to public safety, nuisance control and Building Code compliance associated with the personal production of cannabis for medical purposes. (2021-P09)

**Motion Passed**

5. (2.4) Property Standards By-law (Relates to Bill No's. 248, 249, and 250)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated May 11, 2021, related to the Property Standards By-law:

- a) the proposed by-law, as appended to the above-noted staff report, and the ~~attached~~ Schedule 'A' to the by-law, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16, being “A by-law prescribing standards for the maintenance and occupancy of property”;
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend By-law A.-6653-121 being “A by-law to establish the positions of Hearings Officer”;
- c) the revised ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-6” for the Property Standards By-law; and,
- d) the above-noted staff report BE RECEIVED. (2021-P01)

**Motion Passed**

- 6. (2.5) Property Standards Related Demolition (Relates to Bill No. 246)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated May 11, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021, to approve the demolition of an abandoned building at municipal address of 508 Riverside Drive, City of London, and the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and Building Code Act. (2021-P01/P10D)

**Motion Passed**

- 7. (2.6) Housing Stability for All Plan 2020 Update and Priorities for 2021

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 May 11, 2021, related to the Housing Stability for All Plan 2020 Update and Priorities for 2021:

- a) the Civic Administration BE DIRECTED to submit the Housing Stability for All Plan (HSAP) 2020 Update and Priorities for 2021 to the Ontario Ministry of Municipal Affairs and Housing as the annual update to the local homeless prevention and housing plan, in accordance with the Housing Services Act, 2011 (HSA);
- b) the Civic Administration BE DIRECTED to circulate this report to stakeholders, agencies, and community groups including, but not limited to, Middlesex County, London Housing Advisory Committee, and the London Homeless Coalition; and,

c) the Civic Administration BE DIRECTED to circulate this report to the Strategic Priorities and Policy Committee to form part of the Housing Development Corporation, London's (HDC's) 2020 annual report to the Shareholder. (2021-S11)

**Motion Passed**

8. (2.7) 2020 Ontario Works Participant and Service Delivery Profile

Motion made by: J. Helmer

That, on the recommendation of the Acting Manager Director, Housing, Social Services and Dearness Home, the staff report dated May 11, 2021, with respect to the 2020 Ontario Works Participant and Service Delivery Profile, BE RECEIVED. (2021-S04)

**Motion Passed**

10. (2.9) London Fire Department Emergency Repairs

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated May 11, 2021, with respect to London Fire Department Emergency Repairs, BE RECEIVED. (2021-V01)

**Motion Passed**

11. (4.1) Cosmetic Lawn Care

Motion made by: J. Helmer

That the following actions be taken with respect to Cosmetic Lawn Care in the City of London:

a) the delegation request from J. Morton with respect to Cosmetic Lawn Care BE APPROVED to be heard at this meeting;

b) the communication from J. Morton, as appended to the Agenda, the communication, dated May 6, 2021, from T. DiGiovanni, Landscape Ontario, as appended to the Added Agenda, and the verbal delegation from J. Morton, with respect to Cosmetic Lawn Care, BE RECEIVED. (2021-E05)

**Motion Passed**

12. (4.2) Securing Spaces to Offer Support Services

Motion made by: J. Helmer

That the communication from Councillor M. van Holst, as appended to the Agenda, with respect to Securing Spaces to Offer Support Services, BE RECEIVED. (2021-S04)

**Motion Passed**



13. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at May 3, 2021, BE RECEIVED.

**Motion Passed**

9. (2.8) Integrated Subsidized Transit Program: Phase 1 Funding Agreement (Relates to Bill No. 247)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated May 11, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021, to:

a) authorize and approve a new Funding Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the London Transit Commission for the purpose of providing subsidized transit for:

- i) individuals who are visually impaired;
- ii) children 12 years of age and under;
- iii) youth 13-17 years of age; and,
- iv) individuals 65 years of age and over;

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or their designate to approve and amend the Schedules of the above-noted Agreement; and,

d) repeal By-law No. L.T.C.-54-99, By-law No. A.-7744-239 and By-law A.-7494-20. (2021-T03/F11)

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

Recuse: (1): E. Pelosa

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

8.3 8th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 8th Report of the Corporate Services Committee, BE APPROVED, excluding Items 2 (2.1), 5 (2.2) and 8 (2.6).

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

3. (2.5) 2020 Annual Report on Development Charges Reserve Funds

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

a) the 2020 Annual Report on Development Charges Reserve Funds BE RECEIVED for information in accordance with section 43 (1) of the Development Charges Act, 1997, which requires the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and,

b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2020 Annual Report on Development Charges Reserve Funds available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the Development Charges Act, 1997.

**Motion Passed**

4. (2.7) Employee Absenteeism 2020

Motion made by: M. Cassidy

That, on the recommendation of the Director of People Services, and concurrence of the City Manager, the staff report dated May 10, 2021 regarding Employee Absenteeism 2020 BE RECEIVED for information.

**Motion Passed**

6. (2.3) Court Security and Prisoner Transportation Program Transfer Payment Agreement (Relates to Bill No. 245)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports the proposed by-law as appended to the staff report dated May 10, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on May 25, 2021 to:

- a) approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program ("Agreement") attached as Schedule "1" to the staff report;
- b) authorize the Mayor and the City Clerk to execute the Agreement;
- c) authorize the Deputy City Manager, Finance Supports to approve any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST);
- d) authorize the Mayor and the City Clerk to execute any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST) approved by the Deputy City Manager, Finance Supports; and,
- e) authorize the Deputy City Manager, Finance Supports (or designate) to execute any reports required by the province under the Agreement.

**Motion Passed**

7. (2.4) City of London Strategic Advocacy Framework

Motion made by: M. Cassidy

That, on the recommendation of the Director, Strategic Communications and Government Relations, the City of London Strategic Advocacy Framework BE RECEIVED for information.

**Motion Passed**

9. (4.1) How to Strengthen Accountability for Municipal Council Members

Motion made by: M. Cassidy

That the communication dated April 27, 2021 from Steve Clark Minister of Municipal Affairs and Housing, with respect to strengthening accountability for municipal council members BE RECEIVED, and that Councillor J. Morgan BE APPOINTED to participate in the consultation outlined in the communication.

**Motion Passed**

10. (4.2) Creation of an Architectural Heritage Reserve Fund -  
Councillor M. van Holst

Motion made by: M. Cassidy

That the communication dated May 2, 2021 from Councillor M. van Holst with respect to Architectural Heritage Reserve Fund and the means to establish an appropriate opening balance, BE RECEIVED.

**Motion Passed**

11. (4.3) 1st Report of the County/City Liaison Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 1st Report of the County/City Liaison Committee from its meeting held on April 8, 2021:

a) the following actions be taken with respect to Paramedic Services:

i) the verbal update provided by B. Rayburn and N. Roberts with respect to services being carried out by Middlesex London Paramedic Services, BE RECEIVED; and,

ii) the Mayor and the Warden BE REQUESTED to send a letter to the Premier, Minister of Health and Solicitor General indicating the willingness of the County of Middlesex and City of London to continue to work with the Province to assist with the COVID-19 Mobile Vaccine Program through the use of the Middlesex London Paramedicine Program;

it being noted that the letter noted in b) above is to be copied to the local MPPs and the Middlesex London Health Unit;

b) the following actions be taken with respect to Housing Services:

i) the verbal update provided by K. Dickins with respect to Housing Services, BE RECEIVED; and,

ii) the County of Middlesex Chief Administrative Officer and the London City Manager BE DIRECTED to advocate to the Province with respect for the need to establish a sustainable funding model for Middlesex London Housing and to report back to the County/City Liaison Committee (CCLC) with an update with respect to the result of the advocacy;

c) the following actions be taken with respect to Children Services:

i) the verbal update provided by C. Smith with respect to Children Services, BE RECEIVED; and,

ii) the County of Middlesex Chief Administrative Officer and the London City Manager BE DIRECTED to advocate to the Province with respect for the need to establish a sustainable funding model for Middlesex London Children Services and to report back to the County/City Liaison Committee (CCLC) with an update with respect to the result of the advocacy; and,

d) clauses 3.1 and 4.4 BE RECEIVED for information.

**Motion Passed**

12. (5.1) Application - Issuance of Proclamation - June is Deafblind Awareness Month

Motion made by: M. Cassidy

That based on the application dated May 6, 2021 from Sensity Deafblind and Sensory Support Network of Canada, the month of June, 2021 BE PROCLAIMED June is Deafblind Awareness Month.

**Motion Passed**

2. (2.1) Integrity Commissioner Agreement (Relates to Bill No. 244)

Motion made by: M. Cassidy

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 May 10, 2021, entitled "Integrity Commissioner Agreement" BE RECEIVED; and,

b) the proposed by-law as appended to the staff report dated May 10, 2021 as Appendix "A" being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7842-121, being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021.

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

Nays: (2): J. Helmer, and S. Turner

Absent: (1): M. Salih

**Motion Passed (12 to 2)**

5. (2.2) 2021 Council Compensation Review Task Force

Motion made by: M. Cassidy

That the following actions be taken with respect to the 2021 Council Compensation Review Task Force:

a) the City Clerk BE DIRECTED to commence the 2021 Council Compensation Review Task Force review based on the Terms of Reference as appended to the staff report as Appendix "A"; and,

b) the City Clerk BE DIRECTED to invite the members of the 2016 Council Compensation Review Task Force to undertake the 2021 update based on the Terms of Reference noted in a) above.

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

Nays: (2): M. van Holst, and A. Hopkins

Absent: (1): M. Salih

**Motion Passed (12 to 2)**

8. (2.6) Elected Officials and Appointed Citizen Members 2021 Remuneration

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated May 10, 2021, BE RECEIVED for information; it being noted that the communication from Councillors Cassidy, Kayabaga and Helmer was received.

Yeas: (8): Mayor E. Holder, S. Lewis, P. Squire, J. Morgan, S. Lehman, S. Turner, E. Pelozza, and S. Hillier

Nays: (6): M. van Holst, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, and A. Kayabaga

Absent: (1): M. Salih

**Motion Passed (8 to 6)**

8.4 7th Report of the Civic Works Committee

Motion made by: E. Pelozza

That the 7th Report of the Civic Works Committee, BE APPROVED, excluding Item 10 (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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 4th Report of the Transportation Advisory Committee

Motion made by: E. Pelozo

That the following actions be taken with respect to the 4th Report of the Transportation Advisory Committee, from its meeting held on April 27, 2021:

- a) the ~~attached~~ Autonomous and Electric Vehicles Sub-Committee Report, dated March 22, 2021, from M. Rice, BE FORWARDED to the Civic Works Committee and to the Connected and Automated Vehicle (CAV) Strategy Project Team for review; and,
- b) clauses 1.1, and 2.1 to 2.6, BE RECEIVED.

**Motion Passed**

3. (2.3) Sarnia Road/Phillip Aziz Avenue and Western Road Intersection Environmental Assessment

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the extension of a Consulting Engineering Assignment for the Western Road and Sarnia Road / Philip Aziz Avenue Environmental Assessment:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers to complete the Environmental Assessment Study for the Western Road and Sarnia Road / Philip Aziz Avenue area in the amount of \$309,980, excluding HST, in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- b) the financing for this appointment 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 appointment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the Consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, including rail agreements, if required, to give effect to these recommendations. (2021-E20)

**Motion Passed**

4. (2.4) Appointment of Consulting Engineers for Construction Administration Services - 2021 Infrastructure Renewal Program Sackville Street and 2021 Infrastructure Renewal Program Watson Street

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the appointment of consulting services for the construction administration of the 2021 Infrastructure Renewal Program Sackville Street project and Watson Street project:

- a) IBI Group BE AUTHORIZED to carry out the resident inspection and contract administration for the Sackville Street project in accordance with the estimate, on file, at an upset amount of \$229,284.00, 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) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the Watson Street project in accordance with the estimate, on file, at an upset amount of \$262,661.30, 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 these projects;
- e) the approval 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-E01)

**Motion Passed**

5. (2.5) RFP21-30 - Supply and Delivery of Hydraulic Drum Brush Chippers

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to RFP 21-30, supply and delivery of hydraulic drum brush chippers:

- a) the submission from Vermeer Canada Inc., 10 Indell Lane, Brampton, Ontario L6T 3Y3, for the supply and delivery of one (1) 18" Hydraulic Brush Chipper and three (3) 15" Hydraulic Brush Chippers at a total purchase price of \$382,045.80, excluding HST, BE ACCEPTED in accordance with Section 12.2 (b) of the Procurement of Goods and Services;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases;



c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Section 12.2 (b) of the Procurement of Goods and Services Policy; and,

d) the funding for this purchase BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report. (2021-V03)

**Motion Passed**

6. (2.7) Supply and Delivery of Intersection Detection Systems

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the supply and delivery of intersection detection systems:

a) Black & McDonald Limited BE AWARDED the contract to supply and deliver intersection detection systems in the amount of \$573,896.20, excluding HST, in accordance with Section 12.2 (a) of the Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;

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

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the Contractor for the work; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T08)

**Motion Passed**

7. (2.8) RFT21-07 - Innovation Park Assumption Works: Tender Award

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated May 11, 2021, related to the award of contract for the Innovation Park Assumption Works project:

a) the bid submitted by Cassidy Construction London Ltd., at its tendered price of \$3,237,130.99, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Cassidy Construction London Ltd. was the lowest of seven (7) bids received;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted report;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender No. RFT21-07); 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-D21)

**Motion Passed**

8. (2.2) Contract Award - Dingman Creek Pumping Station Construction Tender T21-19

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the award of contract for the construction of the Dingman Creek Pumping Station facility:

- a) the bid submitted by Hayman Construction Inc. at its tendered price of \$21,632,010.00, excluding HST, for the Dingman Creek Pumping Station Construction project (RFT21-19), BE ACCEPTED, it being noted that the bid submitted by Hayman Construction Inc. was the lowest of four bids received and meets the City's specifications and requirements in all areas;
- b) Stantec Consulting Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the Dingman Creek Pumping Station Construction project in accordance with the estimate, on file, at an upset amount of \$749,029.38, 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, noting the required wastewater capital budget transfers and adjustments;
- 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; 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-E03)

**Motion Passed**

9. (2.6) Supply and Install 2022 to 2028 Infill Tree - RFT20-80 - Irregular Result

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the supply and install of 2022 to 2028 infill trees:

- a) the irregular bid submitted by Kamarah Tree Farms at its tendered price of \$3,233,920.00, excluding HST, BE ACCEPTED in accordance with Section 8.10 (a) and (b), Section 13.2 (b), and Section 19.3 (b)(i) and (b)(ii) of the Procurement of Goods and Services Policy;
- b) the approval given, herein, BE CONDITIONAL upon the Corporation negotiating prices, terms and conditions with Kamarrah Tree Farms to the satisfaction of the Manager of Purchasing and Supply and the Deputy City Manager, Environment and Infrastructure;
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this program (RFT20-80), and subject to future budget approval;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations. (2021-E04)

**Motion Passed**

11. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at May 3, 2021, BE RECEIVED.

**Motion Passed**

10. (4.1) 3rd Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee, from its meeting held on April 21, 2021:

- a) 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) a Sub-Committee BE ESTABLISHED to review the above-noted Masonville Draft Secondary Plan and report back at a future meeting of the Cycling Advisory Committee (CAC);

- ii) the Civic Administration BE REQUESTED to attend the above-noted future CAC meeting to discuss the Sub-Committee Report to be brought forward; and,
  - iii) the Civic Administration BE REQUESTED to provide maps of the cycling routes in the area under the Masonville Draft Secondary Plan and how they connect with existing cycling infrastructure and integrates with the Cycling Master Plan;
- b) the following actions be taken with respect to a City of London PumpTrack:
- i) the Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the creation of a pumptrack facility; and,
  - ii) the Civic Administration BE REQUESTED to report back on the process and fees associated with a feasibility study with respect to the establishment of a pumptrack facility in the City of London; it being noted that the communication, as appended to the agenda, from B. Cassell and the delegation from S. Nauman, with respect to this matter, was received; and,
- c) clauses 1.1, and 3.1 to 3.5, BE RECEIVED.

Motion made by: E. Pelozza

The motion to approve Item 10 (4.1), part a) is put:

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee, from its meeting held on April 21, 2021:

- a) 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) a Sub-Committee BE ESTABLISHED to review the above-noted Masonville Draft Secondary Plan and report back at a future meeting of the Cycling Advisory Committee (CAC);
  - ii) the Civic Administration BE REQUESTED to attend the above-noted future CAC meeting to discuss the Sub-Committee Report to be brought forward; and,
  - iii) the Civic Administration BE REQUESTED to provide maps of the cycling routes in the area under the Masonville Draft Secondary Plan and how they connect with existing cycling infrastructure and integrates with the Cycling Master Plan;

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

Motion made by: E. Pelozo

The motion to approve to approve Item 10 (4.1), part b) i), is put;

b) the following actions be taken with respect to a City of London PumpTrack:

i) the Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the creation of a pumptrack facility; and,

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

Motion made by: E. Pelozo

The motion to approve Item 10 (4.1), part b) ii) is put:

b) the following actions be taken with respect to a City of London PumpTrack:

ii) the Civic Administration BE REQUESTED to report back on the process and fees associated with a feasibility study with respect to the establishment of a pumptrack facility in the City of London; it being noted that the communication, as appended to the agenda, from B. Cassell and the delegation from S. Nauman, with respect to this matter, was received; and,

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

Nays: (1): P. Van Meerbergen

Absent: (1): M. Salih

**Motion Passed (13 to 1)**

Motion made by: E. Pelozo

The motion to approve Item 10 (4.1), part c) is put:

c) clauses 1.1, and 3.1 to 3.5, BE RECEIVED.

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)**

8.5 9th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 9th Report of the Strategic Priorities and Policy Committee, BE APPROVED, excluding item 2 (2.1).

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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

3. (2.2) 2025 Development Charge Study Initiation Report

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2025 Development Charge Study:

- a) the draft Committee / Council Timetable as appended as Appendix "A" to the staff report dated May 18, 2021 BE ENDORSED;
- b) the following policy matters BE ENDORSED for review as part of the 2025 Development Charge Study:
  - i) consideration for area-specific development charges (i.e. area rating);
  - ii) Additional services for potential development charge recovery:
    - A. Housing Services
    - B. Emergency Preparedness
    - C. Water Supply
  - iii) Service standards and future capital needs for Parkland Development;
  - iv) Growth / non-growth methodologies for development charge recoverable services;
  - v) Local service policies that establish cost responsibilities related to construction and engineered growth infrastructure;
  - vi) Municipal Servicing & Financing Agreements Council Policy;
  - vii) Development Charge planning horizon for 'soft' services;
  - viii) Development Charge rate model technical adjustments;

it being noted that the policy items above will be subject to consultation with the Development Charge External Stakeholder Committee prior to recommendations being advanced to Council.

**Motion Passed**

4. (2.3) Area Rating Policy Review

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to area rating to inform the upcoming 2025 Development Charges Background Study:

- a) the staff report dated May 18, 2020 and memo from Hemson Consulting on area rating BE RECEIVED for information; and,
- b) the Civic Administration BE DIRECTED to proceed with an area rating policy review that focuses on the Development Charge services for Wastewater, Stormwater and Water Distribution.

**Motion Passed**

5. (3.1) 2022 Growth Management Implementation Strategy (GMIS) Update

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of the London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

- a) the 2022 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report dated May 18, 2022 as Appendix "B"; it being noted that:
  - i) Sunningdale SWM 8 will be rescheduled from 2022 to 2023;
  - ii) Kilally Water Phase 2 will be rescheduled from 2022 to 2023;
  - iii) Pincombe SWM P4 - West will be rescheduled from 2022 to 2026;
  - iv) North Lambeth SWM P2 – North will be rescheduled from 2025 to 2023;
  - v) North Lambeth SWM P2 – South will be rescheduled from 2023 to 2025; and
  - vi) project design work for Kilally Road – Webster to Clarke will commence in 2021;
- b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

it being noted that the Strategic Priorities and Policy Committee received a communication dated May 16, 2021 from R. Biddle with respect to this matter;

it being pointed out that at the public participation meeting associated with this matter, the following individual made an oral submission regarding this matter:

Mike Wallace, Executive Director, London Development Institute (LDI) - expressing support for the report, and recommendations and indicating a need for a three-year supply of building lots in order to respond to housing needs.

**Motion Passed**

6. (4.1) London Community Recovery Network – Community Led Ideas –Business Cases

Motion made by: J. Morgan

That the following actions be taken with respect to the London Community Recover Network, Community-Led Ideas:

- a) the staff report dated May 18, 2021, entitled “London Community Recovery Network – Community Led Ideas – Business Cases” BE RECEIVED; and,
- b) the following Business Cases BE APPROVED:
  - i. Business Case #1: City Wide ‘Support Local’ Promotional Campaign in the amount of \$760,000, Tourism London community lead;
  - ii. Business Case #2: Circular Economy Work and Training Platforms in the amount of \$249,000, Goodwill Industries community lead;
  - iii. Business Case #3: The Good Foods Project in the amount of \$9,800, Reimagine Institute for Community Sustainability community lead;
  - iv. Business Case #4: Investment in Ventures with Innovative Solutions in the amount of \$180,000, TechAlliance community lead;
  - v. Business Case #5: Pandemic Recovery Resources and Training to Enhance Employment for Londoners in the amount of \$135,000, Employment Sector Council community lead.

**Motion Passed**

7. (4.2) Request for a Shareholder's Meeting - Housing Development Corporation, London

Motion made by: J. Morgan

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for the Housing Development Corporation, London:

- a) the 2020 Annual General Meeting of the Shareholder for the Housing Development Corporation, London BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,



b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for the Housing Development Corporation, London and to invite the Chair of the Board and the Executive Director of the Housing Development Corporation, London to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 21, 2021 from S. Giustizia, President & CEO, Housing Development Corporation, London with respect to this matter.

**Motion Passed**

8. (4.3) Request for a Shareholder's Meeting - London Hydro Inc.

Motion made by: J. Morgan

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for London Hydro Inc.:

a) the 2020 Annual General Meeting of the Shareholder for London Hydro Inc. BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of London Hydro Inc. in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,

b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for London Hydro Inc. and to invite the Chair of the Board and the Chief Executive Officer of London Hydro Inc. to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 28, 2021, from G. Valente, Chair, Board of Directors, London Hydro Inc., with respect to this matter.

**Motion Passed**

9. (4.4) Request for a Shareholder's Meeting - London & Middlesex Community Housing

Motion made by: J. Morgan

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing:

a) the 2020 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of the London & Middlesex Community Housing in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,

b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for the London & Middlesex Community Housing and to invite the Chair of the Board

and the Executive Director of the London & Middlesex Community Housing to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 26, 2021, from A. Mackenzie, Interim CEO, London & Middlesex Community Housing, with respect to this matter.

**Motion Passed**

10. (4.5) 2nd Report of the Governance Working Group

Motion made by: J. Morgan

That the following actions be taken with respect to the 2nd Report of the Governance Working Committee from its meeting held on May 2, 2021:

a) the following actions be taken with respect to Standing Committee and Council Meetings and Councillor Members' Expense Accounts and supports:

i) the Civic Administration BE DIRECTED to circulate a questionnaire to current Members of Council seeking their input on the following matters:

A. the potential scheduling of Standing Committee and Council Meetings during day-time hours and other recommendations that they may have with respect to the scheduling and the holding of Meetings; and,

B. enhanced or alternative supports for Councillors, including, but not limited to budgetary and staffing and support; and,

ii) the Civic Administration BE DIRECTED report back to the Governance Working Group on how comparable municipalities schedule Standing Committee and Council Meetings and budgetary and staffing supports provided to Councillors;

it being noted that the Governance Working Group (GWG) received the Council Resolution dated April 14, 2021 and the communication dated April 13, 2021 from William H. Brock with respect to this matter;

b) clauses 1.1 and 3.2 BE RECEIVED for information.

**Motion Passed**

2. (2.1) Comprehensive Report on Core Area Initiatives

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Social and Health Development, the following actions be taken:

a) the staff report dated May 18, 2021 entitled "Comprehensive Report on Core Area Initiatives" BE RECEIVED;

b) the changes to target dates for action items under the Core Area Action Plan described in the above-noted report and summarized in Appendix B: Core Area Action Plan Implementation

Status Update, May 2021 BE APPROVED and used as the new basis for future progress reporting;

- c) the Civic Administration BE DIRECTED to revise the Core Area Action Plan Item #9 (Install kindness meters to directly support Core Area social service agencies) from a City-administered program to a program that provides access for community groups to meters that have been removed from active use; it being noted that Civic Administration continue to explore digital options for a City kindness meter program;
- d) the Civic Administration BE DIRECTED to report back to a Strategic Priorities and Policy Committee meeting to be held in the 2nd Quarter of 2022 on the status of the geographic distribution of parking demand, parking revenue and any recommended modifications or alternatives to the Core Area Action Plan #11; it being noted that future structure parking opportunities will also be explored;
- e) the Core Area Ambassador Pilot Program BE APPROVED as described in the above-noted report;
- f) the Dundas Place Animation and Activation 2021 plan BE RECEIVED;
- g) Project Clean Slate BE APPROVED as a pilot in 2021 and that the reallocation of \$37,500 in one-time funding resulting from COVID-19 impacts on other Core Area Action Plan efforts BE APPROVED to fund it;
- h) the Civic Administration BE AUTHORIZED to reallocate the remaining \$100,000 in one-time funding that cannot be spent in 2021 due to COVID-19 impacts to other emergent opportunities aligned with the Core Area Action Plan in 2021;
- i) the Civic Administration BE DIRECTED to work with Business Improvement Areas and other stakeholders to develop a comprehensive engagement strategy to work with other levels of government to ensure supports are in place for mental health and addictions, homelessness and housing, business supports and law enforcement; it being noted government relations work is already underway on many of these issues;
- j) the Civic Administration BE DIRECTED to develop an “Eyes on the Street” program for City operations and engage with other agencies and organizations that routinely work in the Core about integrating such a program into their operations; and,
- k) the Civic Administration BE DIRECTED to develop a performance measurement plan to assess the outcomes and impacts of various Core Area initiatives and report back to Committee and Council at year-end with an update on the information contained in the report.

Motion made by: J. Morgan

The motion to approve item 2 (2.1), excluding parts e) and h) is put:

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Social and Health Development, the following actions be taken:

- a) the staff report dated May 18, 2021 entitled “Comprehensive Report on Core Area Initiatives” BE RECEIVED;
- b) the changes to target dates for action items under the Core Area Action Plan described in the above-noted report and summarized in Appendix B: Core Area Action Plan Implementation Status Update, May 2021 BE APPROVED and used as the new basis for future progress reporting;
- c) the Civic Administration BE DIRECTED to revise the Core Area Action Plan Item #9 (Install kindness meters to directly support Core Area social service agencies) from a City-administered program to a program that provides access for community groups to meters that have been removed from active use; it being noted that Civic Administration continue to explore digital options for a City kindness meter program;
- d) the Civic Administration BE DIRECTED to report back to a Strategic Priorities and Policy Committee meeting to be held in the 2nd Quarter of 2022 on the status of the geographic distribution of parking demand, parking revenue and any recommended modifications or alternatives to the Core Area Action Plan #11; it being noted that future structure parking opportunities will also be explored;
- f) the Dundas Place Animation and Activation 2021 plan BE RECEIVED;
- g) Project Clean Slate BE APPROVED as a pilot in 2021 and that the reallocation of \$37,500 in one-time funding resulting from COVID-19 impacts on other Core Area Action Plan efforts BE APPROVED to fund it;
- i) the Civic Administration BE DIRECTED to work with Business Improvement Areas and other stakeholders to develop a comprehensive engagement strategy to work with other levels of government to ensure supports are in place for mental health and addictions, homelessness and housing, business supports and law enforcement; it being noted government relations work is already underway on many of these issues;
- j) the Civic Administration BE DIRECTED to develop an “Eyes on the Street” program for City operations and engage with other agencies and organizations that routinely work in the Core about integrating such a program into their operations; and,

k) the Civic Administration BE DIRECTED to develop a performance measurement plan to assess the outcomes and impacts of various Core Area initiatives and report back to Committee and Council at year-end with an update on the information contained in the report.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

At 6:03 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 6:05 PM, Mayor E. Holder resumes the Chair and Deputy J. Morgan takes his seat at the Council Board.

Motion made by: J. Morgan

The motion to approve item 2 (2.1) part e) is put:

e) the Core Area Ambassador Pilot Program BE APPROVED as described in the above-noted report;

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

Nays: (1): P. Van Meerbergen

Absent: (1): M. Salih

**Motion Passed (13 to 1)**

Motion made by: J. Morgan

The motion to approve Item 2 (2.1), part h) is put:

h) the Civic Administration BE AUTHORIZED to reallocate the remaining \$100,000 in one-time funding that cannot be spent in 2021 due to COVID-19 impacts to other emergent opportunities aligned with the Core Area Action Plan in 2021;

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

Nays: (4): P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (1): M. Salih

**Motion Passed (10 to 4)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: E. Pelozo

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No's 244 to 262, excluding Bill No. 247, and Added Bill No. 268 BE APPROVED.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

Motion made by: S. Lehman

Seconded by: S. Lewis

That Second Reading of Bill No's 244 to 262, excluding Bill No. 247, and Added Bill No. 268 BE APPROVED.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

Motion made by: M. van Holst

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No's 244 to 262, excluding Bill No. 247, and Added Bill No. 268 BE APPROVED.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

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

That Introduction and First Reading of Bill No. 247, BE APPROVED.

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

Recuse: (1): E. Pelosa

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

Motion made by: M. Cassidy  
Seconded by: J. Helmer

That Second Reading of Bill No. 247, BE APPROVED.

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

Recuse: (1): E. Pelosa

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

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

That Third Reading and Enactment of Bill No. 247, BE APPROVED.

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

Recuse: (1): E. Pelosa

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

#### **4. Council, In Closed Session**

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

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

4.1 Land 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. (6.1/8/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. (6.2/8/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. (6.3/8/CSC)

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

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.4/8/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/8/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.6/8/CSC)

#### 4.7 Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation, and for the purpose of providing instructions and directions to officers and employees of the Corporation, with respect to litigation currently before the Superior Court of Justice, Court file No. 1181/20 affecting the municipality in relation to the Wilton Grove Road Sanitary Sewer Project. (6.1/7/CWC)



#### 4.8 Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation, and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to the Wilton Grove Road Sanitary Sewer Project.  
(6.2/7/CWC)

#### 4.9 Litigation / Solicitor-Client Privileged Advice / Confidential Information Supplied to the Corporation in Confidence

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them, and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to the City's right-of-way abutting 840 Highbury Avenue.  
(6.3/7/CWC)

### **Motion Passed**

The Council convenes, In Closed Session, at 6:21 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih.

At 6:41 PM, Councillor S. Turner leaves the meeting.

At 6:51 PM, Council resumes into public session, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih.

Motion made by: J. Morgan

Seconded by: M. van Holst

Pursuant to section 13.2 of the Council By-law, the enactment of Bill No.'s 253 and 254 related to Item 11 (3.2) of the 8th Report of the Planning and Environment Committee, having to do with the applications regarding 2631 Hyde Park Road and 1521 Sunningdale Road West BE RECONSIDERED, as this matter was referred to a future meeting of Planning and Environment Committee.

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. Pelosa, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

### **Motion Passed (14 to 0)**

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

That the Civic Administration BE DIRECTED to bring forward draft Bill No.'s 253 and 254 related to Item 11 (3.2) of the 8th Report of the Planning and Environment Committee, having to do with the applications regarding 2631 Hyde Park Road and 1521 Sunningdale Road West for consideration at the time the matter is brought forward to the Planning and Environment Committee.

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

Nays: (1): A. Hopkins

Absent: (1): M. Salih

**Motion Passed (13 to 1)**

At 7:04 PM, Councillor A. Kayabaga, leaves the meeting.

## **9. Added Reports**

### **9.1 8th Report of Council in Closed Session**

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

#### **1. Partial Property Acquisition - 1424 Southdale Road West - Southdale Road West and Wickerson Road Improvements**

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the partial acquisition of a portion of property at 1424 Southdale Road West, further described as Part Lot 48, Concession 1, being part of PIN 08420-0018, designated as Part 6, on a draft plan to be deposited, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Southdale Road West and Wickerson Road Improvements Project, the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Mahamed Meddaoui (the "Vendor"), to sell the subject property to the City, for the sum of \$158,800.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

#### **2. Partial Property Acquisition - 1429 Southdale Road West - Southdale Road West and Wickerson Road Improvements**

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the partial acquisition of property located at 1429 Southdale Road West, further described as Part Lot 48, Concession 2, being part of PIN 08224-0266, designated as Parts 11, 12, 13, and 17, on a draft plan to be deposited, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Southdale Road West and Wickerson Road Improvements Project, the following actions be taken:

a) the Agreement of Purchase and Sale, attached as Appendix “C”, submitted by Christopher Alfred Andreae, Antonia Ellen Andrews and Peter Robert Andreae, (the “Vendors”), to sell the subject property to the City, for the sum of \$112,200.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and,

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

3. Sale of City-Owned Surplus Land – 330 Thames Street

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Manager of Realty Services, with respect to the City-owned surplus land located south of west King Street, containing an area of approximately 0.36 acres, legally described as being Part of Lot 25, South of King Street; Part of Lot 25, North of York Street, designated as Part 2, Plan 33R-19956 and being Part of PIN 08322-0127 (LT), as outlined on the Location Map attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”) attached as Appendix “B”, as submitted by the Middlesex Condominium Corporation No. 158 (the “Purchaser”), to purchase the subject property from the City, at a purchase price of \$190,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement.

5. Offer to Purchase Industrial Land – 12935473 Canada Inc. – Innovation Park, Phase IV

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park, Phase IV, containing an area of approximately 25 acres more or less subject to survey, located on the east side of Bonder Road, legally described as part of Block 1, Plan 33M-609, subject to an easement as in ER662838, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 12935473 Canada Inc. (the “Purchaser”), to purchase the subject industrial land from the City, at a purchase price of \$1,750,000.00, reflecting a sale price of \$70,000.00 per acre BE ACCEPTED, subject to the conditions and terms set out in the Agreement.

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

Absent: (2): M. Salih, and A. Kayabaga

**Motion Passed (13 to 0)**

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

4. Minutes of Settlement and Letter of Understanding re: Bilingual Stipend – CUPE Local 101

That on the recommendation of the Director, People Services and the City Manager, the Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Director, People Services to obtain the necessary authorization to ratify the Minutes of Settlement and execute the Letter of Understanding providing for a bilingual stipend attached (Appendix “A”) between The Corporation of the City of London and Local Union No. 101 (Canadian Union of Public Employees (“CUPE Local 101”).

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

Recuse: (1): S. Turner

Absent: (2): M. Salih, and A. Kayabaga

**Motion Passed (12 to 0)**

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

That Introduction and First Reading of Bill No.’s 243 and Added Bill No.’s 263 to 267, excluding Bill No. 265, BE APPROVED.

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

Absent: (2): M. Salih, and A. Kayabaga

**Motion Passed (13 to 0)**

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

That Second Reading of Bill No.’s 243 and Added Bill No.’s 263 to 267, excluding Bill No. 265, BE APPROVED.

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

Absent: (2): M. Salih, and A. Kayabaga

**Motion Passed (13 to 0)**

Motion made by: M. van Holst  
Seconded by: J. Helmer

That Third Reading and Enactment of Bill No. 243 and Added Bill No.'s 263 to 267, excluding Bill No. 265, BE APPROVED.

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

Absent: (2): M. Salih, and A. Kayabaga

**Motion Passed (13 to 0)**

Motion made by: E. Pelozza  
Seconded by: J. Helmer

That Introduction and First Reading of Bill No. 265, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, 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: (2): M. Salih, and A. Kayabaga

**Motion Passed (12 to 0)**

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

That Second Reading of Bill No. 265, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, 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: (2): M. Salih, and A. Kayabaga

**Motion Passed (12 to 0)**

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

That Third Reading and Enactment of Bill No.265, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, 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: (2): M. Salih, and A. Kayabaga

**Motion Passed (12 to 0)**

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

Bill	By-law
Bill No. 243	By-law No. A.-8116-167 – A by-law to confirm the proceedings of the Council Meeting held on the 25th day of May, 2021. (City Clerk)
Bill No. 244	By-law No. A.-8117-168 – A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7842-121, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”. (2.1/8/CSC)
Bill No. 245	By-law No. A.-8118-169 – A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program; and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/8/CSC)
Bill No. 246	By-law No. A.-8119-170 – A by-law to approve demolition of abandoned building with municipal address of 508 Riverside Drive under the Property Standards provisions of the Building Code Act. (2.5/8/CPSC)
Bill No. 247	By-law No. A.-8120-171 – A by-law to approve a new Funding Agreement between The Corporation of the City of London and the London Transit Commission, authorize the Mayor and City Clerk to execute the Agreement and the Deputy City Manager, Neighbourhood and Community-Wide Services, or designate, to approve and amend the Schedules of the Agreement, delegate authority under the new Agreement, and repeal By-law No. L.T.C.-54-99, By-law No. A.-7744-239, and By-law No. A.-7494-20. (2.8/8/CPSC)
Bill No. 248	By-law No. A.-6653(b)-172 – A by-law to amend By-law A.-6653-121 being “A by-law to establish the positions of Hearings Officer”. (2.4b/8/CPSC)
Bill No. 249	By-law No. A-54-21006 – A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-6” for the Property Standards By-law. (2.4c/8/CPSC)

Bill No. 250	By-law No. CP-24 – A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16 being “A by-law prescribing standards for the maintenance and occupancy of property.” (2.4a/8/CPSC)
Bill No. 251	By-law No. C.P.-1563-173 – A by-law to exempt from Part-Lot Control, lands located at 335 Kennington Way and 3959 Mia Avenue, legally described as Block 1 in Registered Plan 33M-765, RP 33R-20777 Parts 2 & 3. (2.3/8/PEC)
Bill No. 252	By-law No. C.P.-1564-174 – A by-law to exempt from Part-Lot Control, lands located at 3964 Mia Avenue, legally described as Block 2 in Registered Plan 33M-765. (2.4/8/PEC)
Bill No. 255	By-law No. S.-6126-175 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Pond Mills Road, east of Ailsa Place) (Chief Surveyor – for road widening purposes, registered as ER1360310, pursuant to SPA20-047 and in accordance with Z.-1)
Bill No. 256	By-law No. S.-6127-176 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to White Oak Road, north of Exeter Road) (Chief Surveyor – for road widening purposes, registered as ER1346762, pursuant to B.036/19 and in accordance with Z.-1)
Bill No. 257	By-law No. W.-5674-177 – A by-law to authorize the New Major Open Space (Project PK204319). (2.2/7/PEC)
Bill No. 258	By-law No. W.-5675-178 – A by-law to authorize the Lambeth Growth Area Greenway PCP Sewershed (Project ES2494) (2.2/7/PEC)
Bill No. 259	By-law No. Z.-1-212932 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 146 and 184 Exeter Road. (2.5/8/PEC)
Bill No. 260	By-law No. Z.-1-212933 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714. (2.6/8/PEC)
Bill No. 261	By-law No. Z.-1-212934 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714. (2.7/8/PEC)



Bill No. 262	By-law No. Z.-1-212935 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street. (3.1/8/PEC)
Bill No. 263	(ADDED) By-law No. A.-8121-179 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Mahamed Said Meddaoui for the partial acquisition of a portion of the property located at 1424 Southdale Road West, in the City of London, for the Southdale Road West and Wickerson Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/8/CSC)
Bill No. 264	(ADDED) By-law No. A.-8122-180 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Christopher Alfred Andreae, Antonia Ellen Andrews and Peter Robert Andreae, for the partial acquisition of a portion of the property located at 1429 Southdale Road West, in the City of London, for the Southdale Road West and Wickerson Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/8/CSC)
Bill No. 265	(ADDED) By-law No. A.-8123-181 – A by-law to approve and ratify a Letter of Understanding between The Corporation of the City of London and CUPE Local 101 to be added to the Collective Agreement between the parties to provide for a bilingual stipend and to authorize the Director, People Services to execute the Letter of Understanding. (6.4/8/CSC)
Bill No. 266	(ADDED) By-law No. A.-8124-182 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 12935473 Canada Inc. for the sale of the City owned industrial land, located on the east side of Bonder Road, legally described as Part Block 1, Plan 33M609, subject to an easement as In ER662838, City of London, containing an area of approximately 25 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/8/CSC)
Bill No. 267	(ADDED) By-law No. A.-8125-183 – A by-law to authorize and approve the Agreement of Purchase and Sale as submitted by Middlesex Condominium Corporation No. 158 for the sale of City owned surplus lands, described as being Part of Lot 25, South of King Street; Part of Lot 25, North of York Street, designated as Part 2, Plan 33R-19956 and being Part of PIN 08322-0127 (LT), in the City of London, County of Middlesex, and to authorize the Mayor and City Clerk to execute this Agreement. (6.3/8/CSC)

Bill No. 268	(ADDED) By-law No. A.-8126-184 – A by-law to transfer delegated authority to reflect organizational changes within Planning and Economic Development. (City Clerk)
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**14. Adjournment**

Motion made by: P. Squire

Seconded by: S. Lewis

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourns at 7:13 PM.

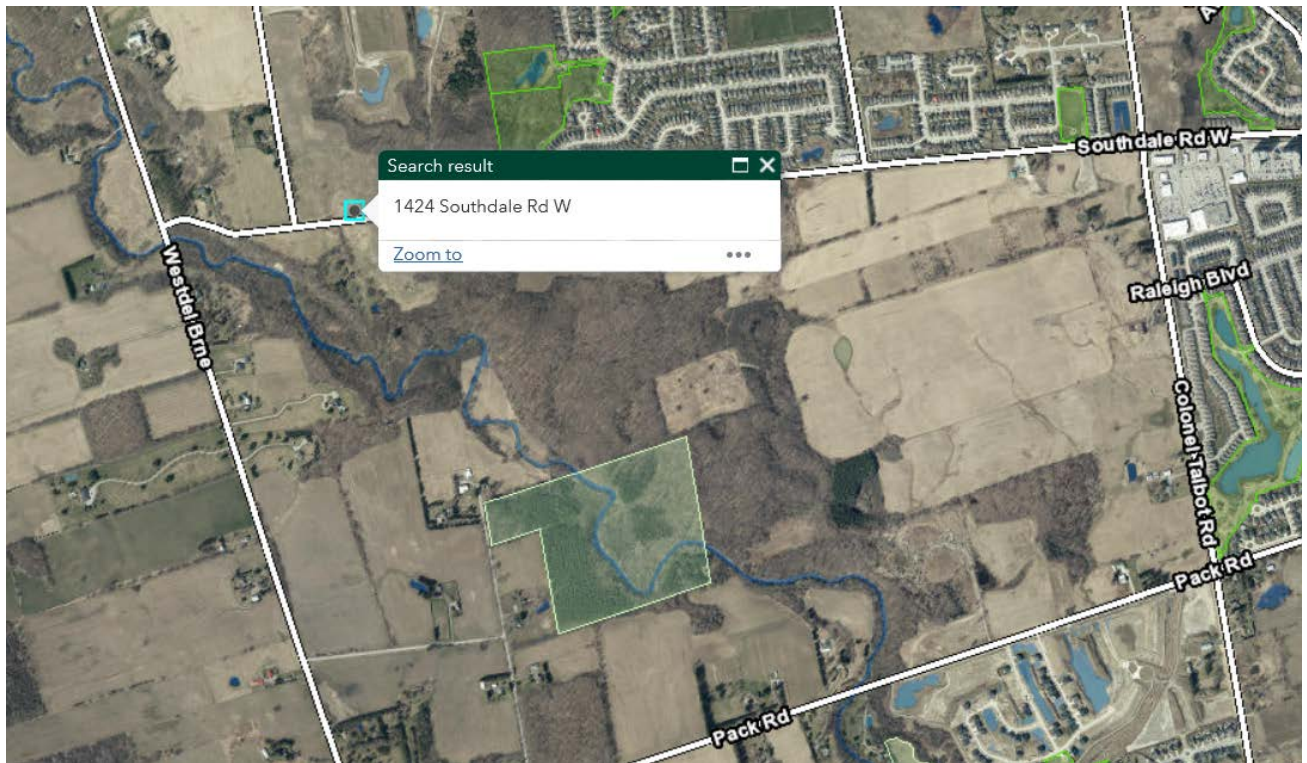
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Ed Holder, Mayor

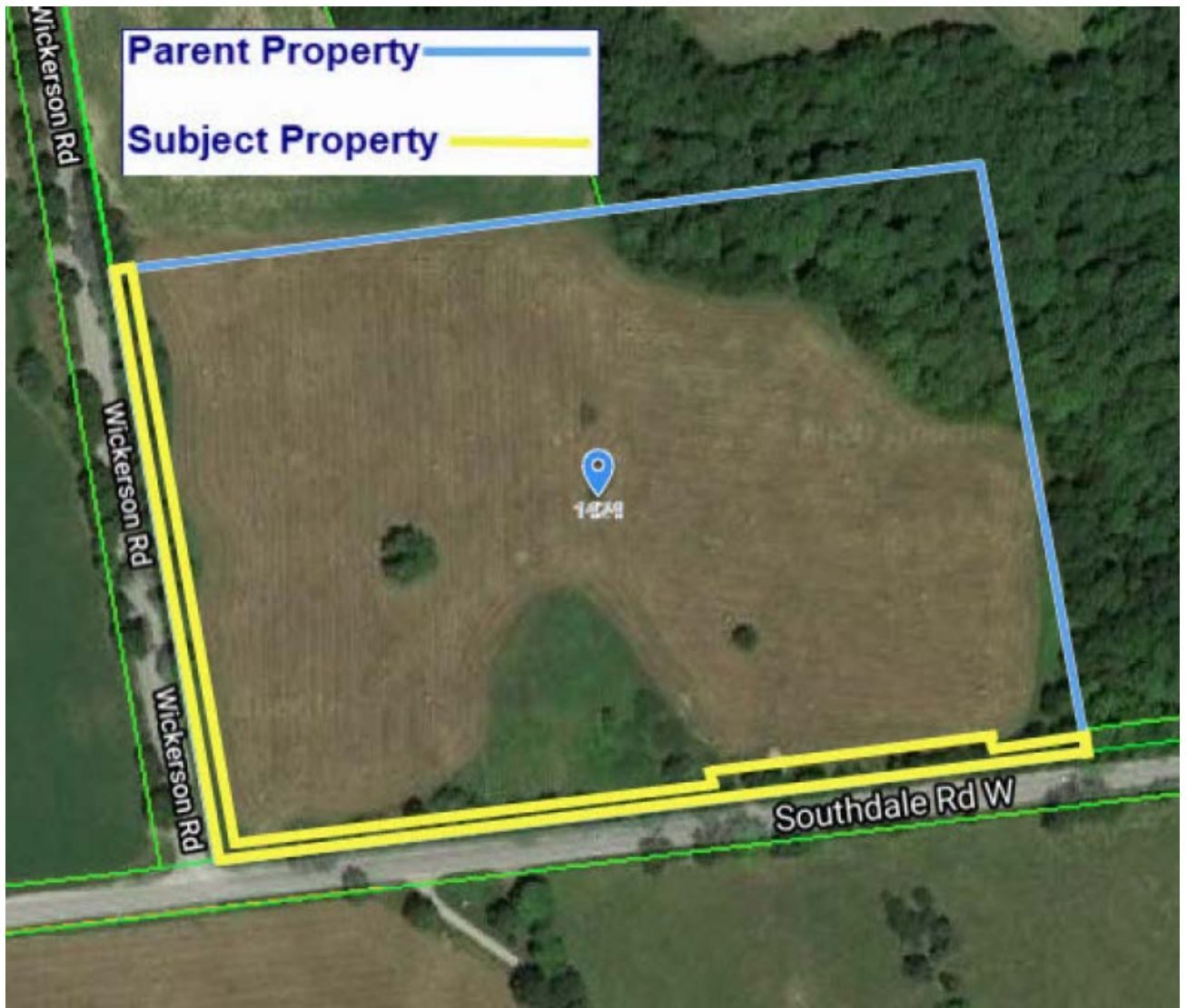
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Catharine Saunders, City Clerk

**Appendix B – Location Map**



1424 Southdale Road West (Parent Parcel)



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** MAHAMED SAID MEDDAOUI

**REAL PROPERTY:**

Address Part of 1424 Southdale Road W, London, Ontario

Location Northeast Corner of Southdale Road West and Wickerson Road

Measurements Irregular; approximately 4,942 square meters (53,204 square feet)

Legal Description: Part of Lot 48, Concession 1, London/Westminster, being part of PIN 08420-0018 designated as Part 6 on reference plan to be deposited as shown in on Schedule "A" (the "Property") attached hereto.

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 EIGHT THOUSAND EIGHT HUNDRED DOLLARS CDN (\$158,800.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Description of the Property
  - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than May 28, 2021 after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on June 30, 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 16, 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 restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes.

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

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

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

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

SIGNED, SEALED AND DELIVERED  
In the Presence of

Per: \_\_\_\_\_

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

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

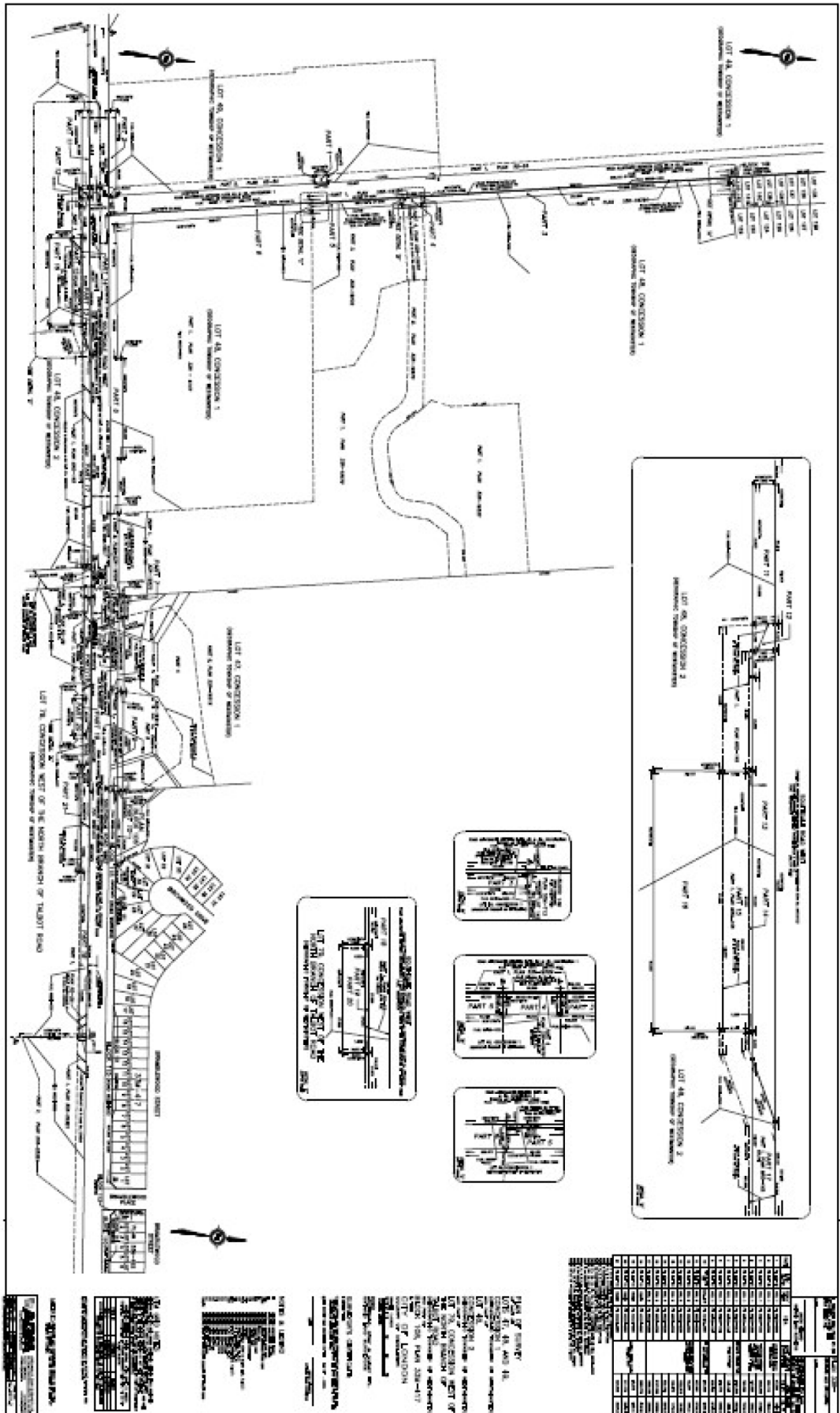
*I/We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: \_\_\_\_\_

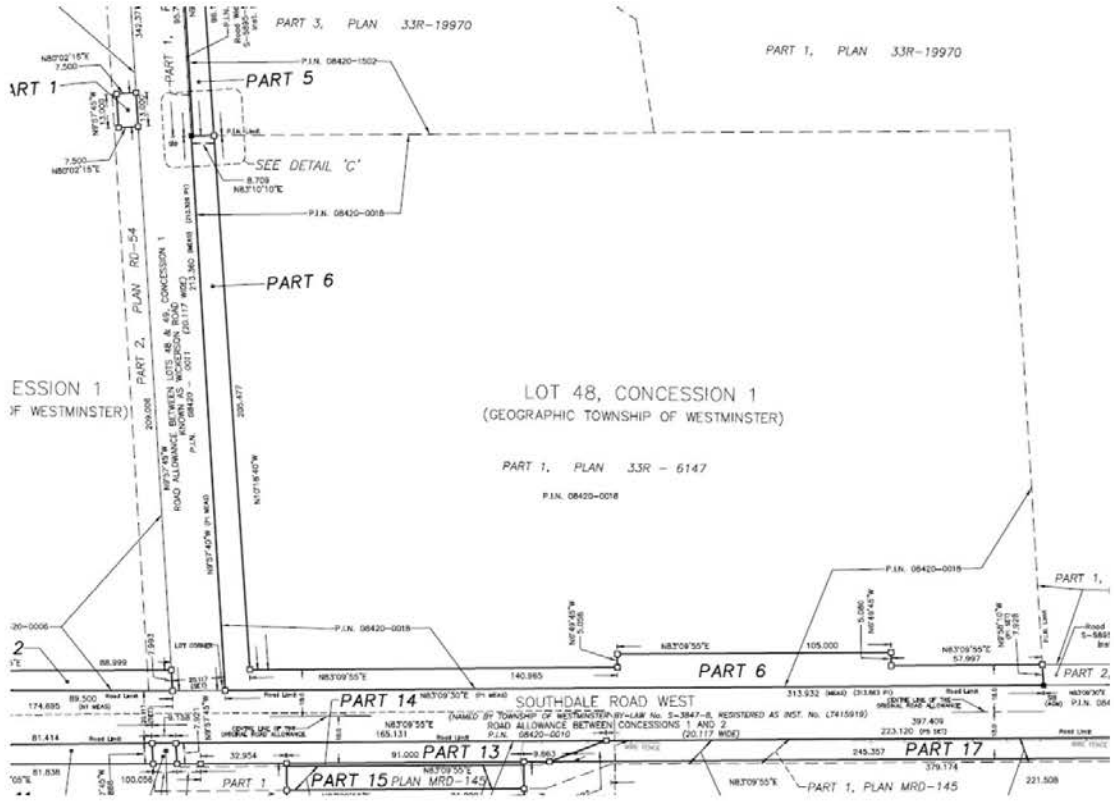
PURCHASER'S LAWYER: Sachit Tataavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

519-667-2638

SCHEDULE "A" Description of "The Property"



Schedule "A" Continued – Description of "the Property"



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: \_\_\_\_\_

JASON WILBAND  
ONTARIO LAND SURVEYOR

**PLAN 33R-**

RECEIVED AND DEPOSITED

DATE: \_\_\_\_\_

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)

PART	LOT/BLOCK	CON./PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA TABLE	
					sq. m	sq. ft
6	PT. LOT 48	CON. 1	PT. 08420-0018	MEDDAOUI, MAHAMED SAID	4942.886	53204.78



## SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date for a period of up to two (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds

# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#21068  
May 10, 2021  
(Property Acquisition)

Chair and Members  
Civic Works Committee

RE: Partial Property Acquisition, 1424 Southdale Road West  
Southdale Road West and Wickerson Road Improvements  
(Subledger LD200072)  
Capital Project TS1407-2 - Southdale - Wickerson Rd to Byronhills Dr  
Mahamed Meddaoui

**Finance and Corporate Services Report on the Sources of Financing:**

Finance and Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Roads and Transportation, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To This Date	This Submission	Balance for Future Work
Engineering	1,311,948	1,301,844	0	10,104
Land Acquisition	663,400	391,235	170,799	101,366
Construction	4,500,000	2,378	0	4,497,622
Utilities	917,152	0	0	917,152
City Related Expenses	100,000	4,996	0	95,004
<b>Total Expenditures</b>	<b>\$7,492,500</b>	<b>\$1,700,453</b>	<b>\$170,799</b>	<b>\$5,621,248</b>

**Sources of Financing**

Debenture By-law No. W.-5607(b)-61	879,830	199,681	20,057	660,092
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	6,612,670	1,500,772	150,742	4,961,156
<b>Total Financing</b>	<b>\$7,492,500</b>	<b>\$1,700,453</b>	<b>\$170,799</b>	<b>\$5,621,248</b>

**Financial Note:**

Purchase Cost	\$158,800
Add: Legal Fees etc.	7,755
Add: Land Transfer Tax	1,313
Add: HST @13%	21,652
Less: HST Rebate	-18,721
<b>Total Purchase Cost</b>	<b>\$170,799</b>

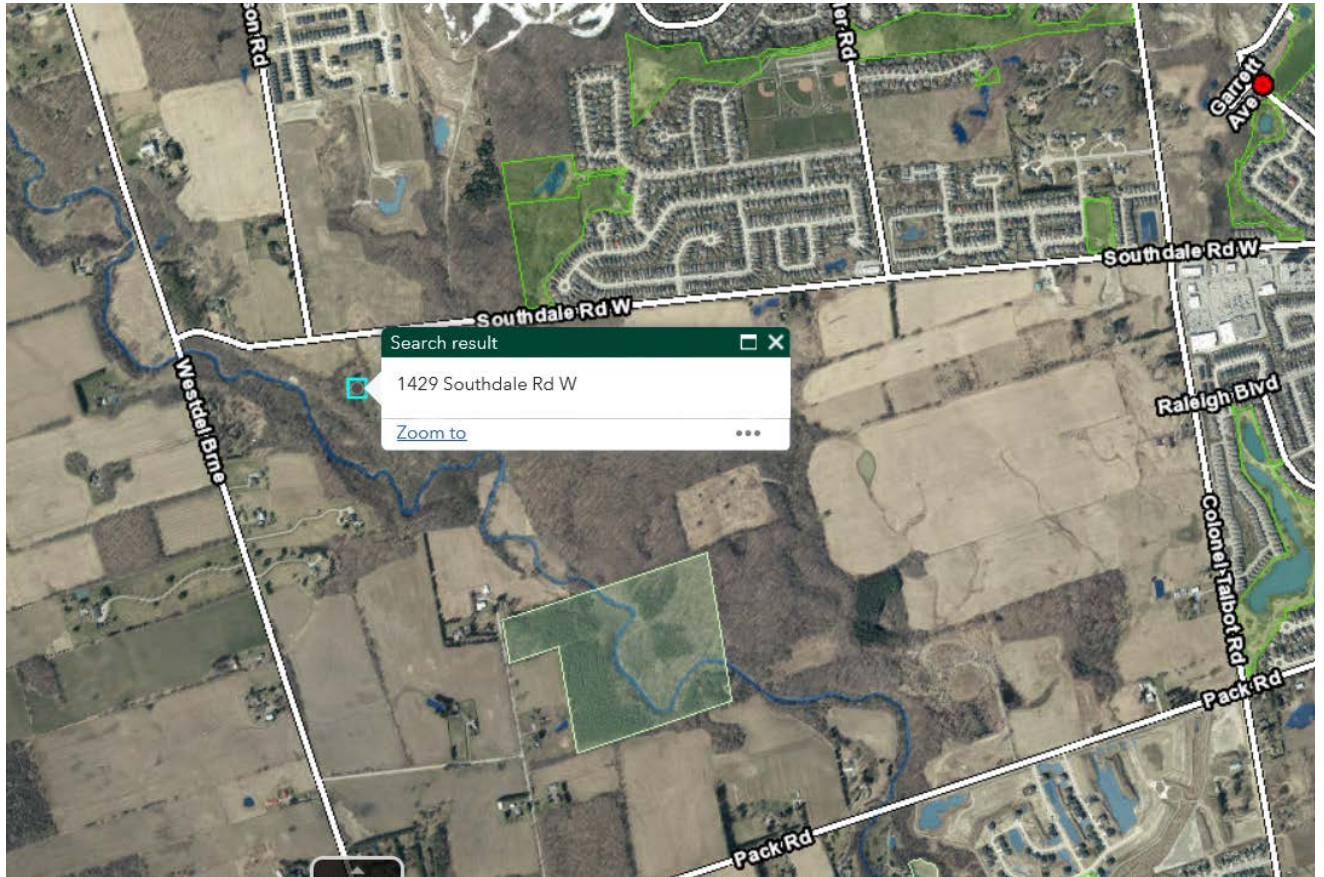
**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



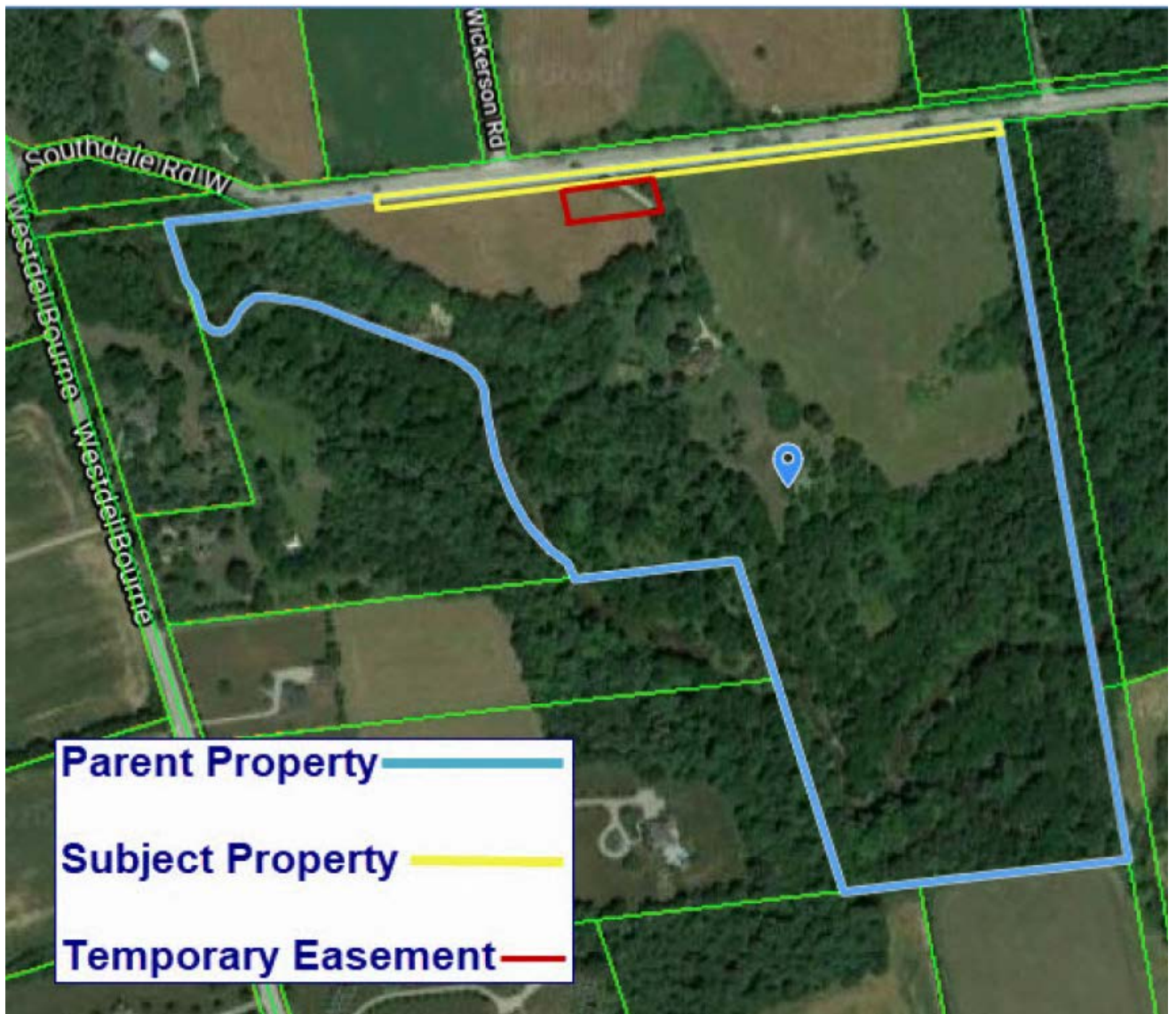
Jason Davies  
Manager of Financial Planning & Policy

lp

## Appendix B – Location Map



1429 Southdale Road West (Parent Parcel)



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** CHRISTOPHER ALFRED ANDREAE, ANTONIA ELLEN ANDREWS and PETER ROBERT ANDREAE

**REAL PROPERTY:**

Address Part of 1429 Southdale Road West, London, Ontario

Location South Side of Southdale Road West

Measurements Irregular; Approximately 40,720 square feet

Legal Description: PART LOT 48 CONCESSION 2; LONDON/WESTMINSTER, being part of PIN 08224-0266 designated as Parts 11, 12, 13, and 17 on a draft reference plan to be deposited as shown in Schedule "A" (the "Property") attached hereto.

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 TWELVE THOUSAND TWO HUNDRED CDN (\$112,200.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Description of the Property
  - Schedule "B" Additional Terms and Conditions
  - Schedule "C" Temporary Easement and Consent to Enter
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than May 28, 2021, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on June 30, 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 16, 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 subject to schedule B
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 restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and

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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*. Subject to schedule B
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

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

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


THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

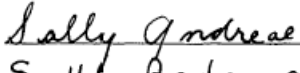
\_\_\_\_\_  
Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 14th day of April 2021.

SIGNED, SEALED AND DELIVERED  
In the Presence of

  
M.I. ANDRAE

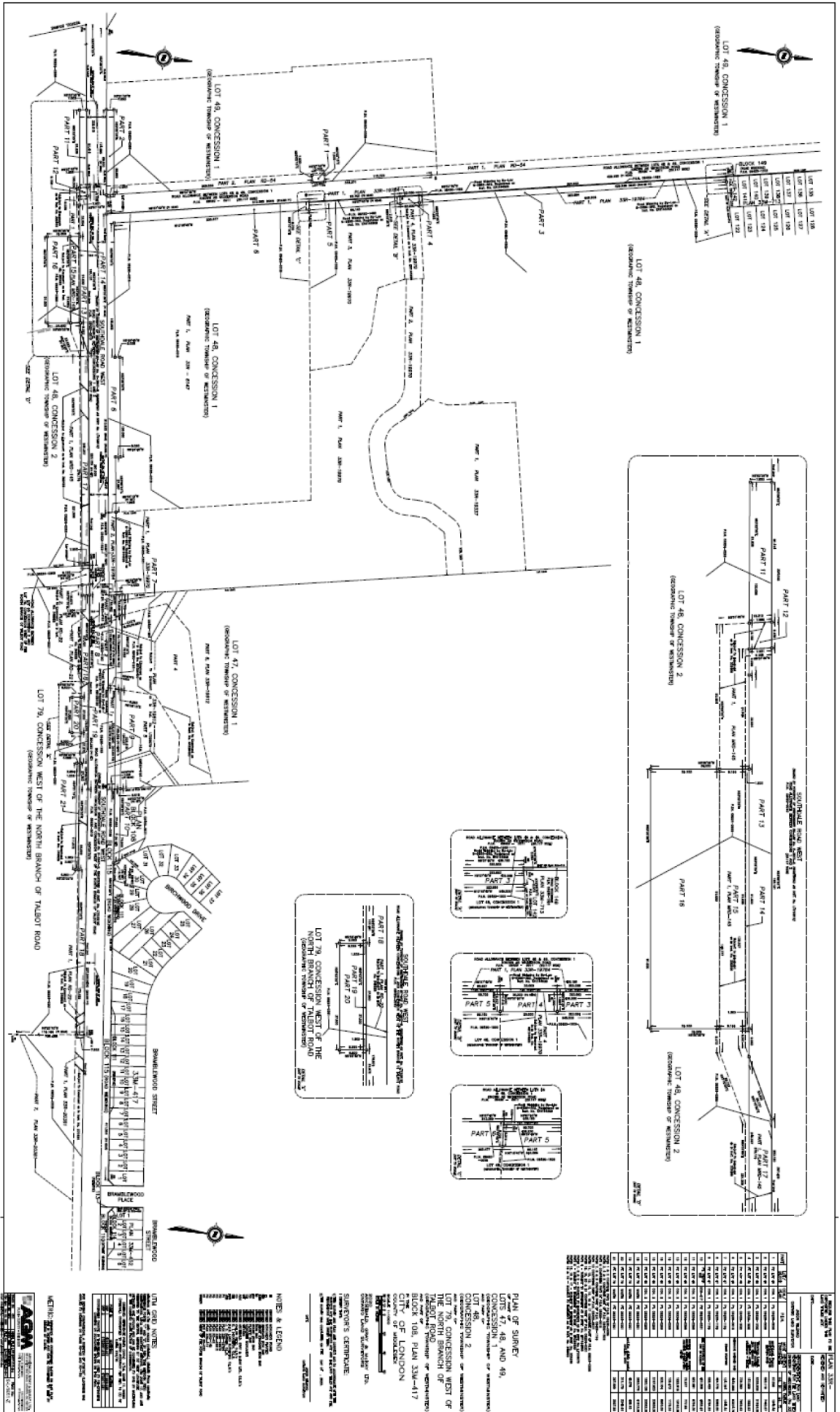
Per: \_\_\_\_\_  
Name: Peter Andrae  
Title: PETER ANDRAE

  
Sally Andrae

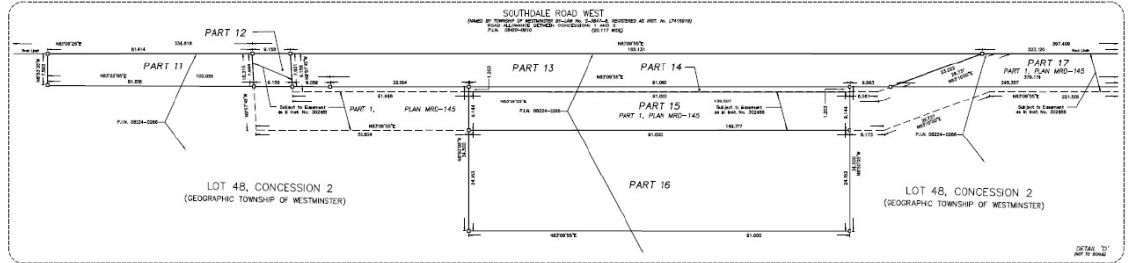
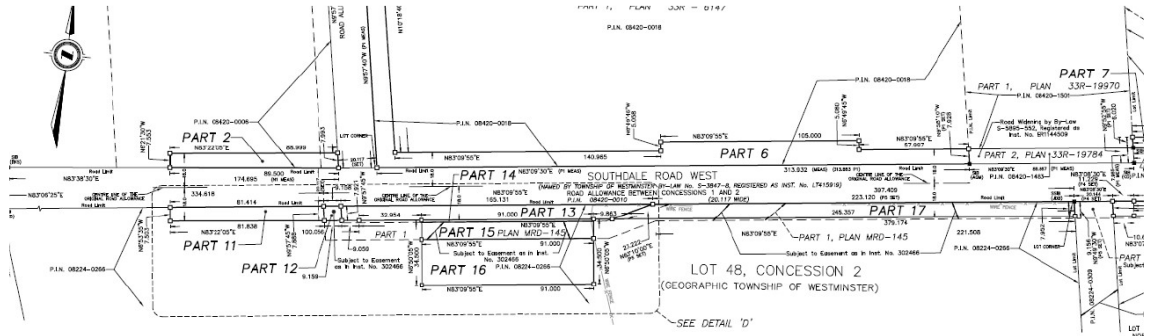
Per: \_\_\_\_\_  
Name: Chris Andrae  
Title: Christopher Andrae

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

SCHEDULE "A" Fee Simple Acquisition of "The Property"



SCHEDULE "A" Fee Simple Acquisition of "The Property" Continued



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  DATE: _____  _____ JASON WILBAND ONTARIO LAND SURVEYOR	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-weight: bold; font-size: 1.2em;">PLAN 33R-</td> </tr> <tr> <td style="text-align: center;">RECEIVED AND DEPOSITED</td> </tr> <tr> <td style="text-align: center;">DATE: _____</td> </tr> <tr> <td style="text-align: center;">REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)</td> </tr> </table>	PLAN 33R-	RECEIVED AND DEPOSITED	DATE: _____	REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)
PLAN 33R-					
RECEIVED AND DEPOSITED					
DATE: _____					
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)					

PART	LOT/ BLOCK	CON./ PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA TABLE	
					sq. m	sq. ft
11	PT. LOT 48	CON. 2	PT. 08224-0266	ANDREA, PETER ROBERT ANDREA, ANTONIA ELLEN ANDREA, CHRISTOPHER ALFRED	627.681	6756.30
12	PT. LOT 48	CON. 2	PT. 08224-0266		72.277	777.98
13	PT. LOT 48	CON. 2	PT. 08224-0266		1222.918	13163.38
14	PT. LOT 48	CON. 2	PT. 08224-0266		109.473	1178.36
15	PT. LOT 48	CON. 2	PT. 08224-0266		832.104	8956.69
16	PT. LOT 48	CON. 2	PT. 08224-0266		2197.923	23658.25
17	PT. LOT 48	CON. 2	PT. 08224-0266		1860.138	20022.36
18	PT. LOT 79	WNBTR	PT. 08224-0301		3893.779	41912.29



## SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **APPRAISAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable appraisal costs subject to assessment.
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date for a period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.
4. **FENCING:** The Purchaser agrees to install and maintain interim fencing to ensure livestock is appropriately contained for the duration of the project. The purpose of the interim fencing is to ensure livestock is properly contained. The Vendor shall be responsible for livestock at all times. The Purchaser agrees, at its expense, to re-establish the existing livestock fencing with new materials along the new property line in a permanent configuration on or before the completion of the project.
5. **COUNTERPARTS:** This Agreement may be executed by the parties in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.
6. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
7. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the closing of this transaction, the Purchaser will grant to the Vendor a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.
8. **DISTURBANCE COSTS:** The Purchaser agrees to pay on completion, a further sum of FIVE THOUSAND CDN DOLLARS (\$5,000.00) as full and final payment for the loss of any and all trees, shrubs and landscaping located within the Property not currently subject to other provisions of the agreement.
9. **DISPUTE:** If any dispute arises under this agreement that cannot be settled between the parties the Vendors can invoke the provisions of the Expropriation's Act and proceed to a Local Planning Appeal Tribunal ( LPAT) hearing

**Schedule "C" GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER**

B E T W E E N:

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

and

CHRISTOPHER ALFRED ANDREAE, ANTONIA ELLEN ANDREWS and PETER ROBERT ANDREAE  
(the "Owner"(s))

PART LOT 48 CONCESSION 2; LONDON/WESTMINSTER, being part of PIN 08224-0266 designated as  
Parts 14, 15, and 16 on a draft plan to be deposited as shown on Schedule "A1" (the "Property") attached

hereto  
Legal Description

1429 Southdale Road W  
Municipal Address of Property

We, CHRISTOPHER ALFRED ANDREAE, ANTONIA ELLEN ANDREWS and PETER ROBERT ANDREAE, being the Owner(s) of the property described above and shown on Schedule "A1" attached, CONSENT to the entry on the property by the City, its contractors and employees, for the purpose of site construction associated with Southdale Road West and Wickerson Road Improvements (the "Project")

This Consent shall run from January 1st, 2022 until December 31, 2023 for a term of twenty four (24) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of EIGHTEEN THOUSAND SEVEN HUNDRED DOLLARS CDN (\$18,700.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before January 1st, 2022.

The City may renew the rights granted under this Consent for an additional term of 1 year commencing at the end of the original term upon notice to the Owner(s) and payment of an additional NINE THOUSAND THREE HUNDRED FIFTY DOLLARS CDN (\$9,350.00)

The City agrees:

1. To restore the property used to a condition as near as possible to its original condition. To install farm fence posts with reflective markers at either side of the entrance from Southdale Road and on either side of the two curves.
2. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term of this Consent.
3. To re-align the existing driveway access to house while maintaining interim access during the course of the construction at the City's expense with the following features as described in Schedule "B1". The new driveway should be paved from the new road to the new property line, and of an appropriate grade and width for the current residential and agricultural uses. The abandoned driveway and its associated culvert should be removed, the site returned to grade and all disturbed areas seeded with a meadow mixture
4. The City agrees to provide access for private vehicles, service vehicles and agricultural equipment as required on the property. If the driveway must be temporarily closed, the City will provide 48 hours notice of closure and a maximum of 12 hours closure time. If any problems arise that restrict access the City will provide accommodation as necessary including limited ingress and egress as necessary so that the Owner can temporarily gain access or exit from their property and if necessary provide alternate parking arrangements. As well the City will provide immediate construction contact liaison during the project.
5. The Shagbark Hickory immediately west of the current driveway and approximately 30 feet south of the current paved surface of Southdale Road shall be preserved. Trees of significant size (4cm diameter at chest height) within the temporary easement area should be protected during construction, and preserved. The City will make best efforts to replant trees where applicable. For the purposes of clarity please refer to Schedule "C1" for the Tree Impact and Schedule specific to private property.
6. To indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest,

judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

1. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein
2. The proposed use of the Consent has been discussed with me/us and the sum set out as the consideration in this Consent is intended to include the payment for any reduction in market value suffered to my/our lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of my/our lands which may occur during the construction period.

**ADDITIONAL TERMS AND CONDITIONS:**

**SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Owners and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

**SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

**COUNTERPARTS:** This Agreement may be executed by the parties in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above

DATED at London this 14th day of April 2021

M. I. ANDRAE PETER ANDRAE

Sally Andrae Chris Andrae

Sally Andrae Christopher Andrae

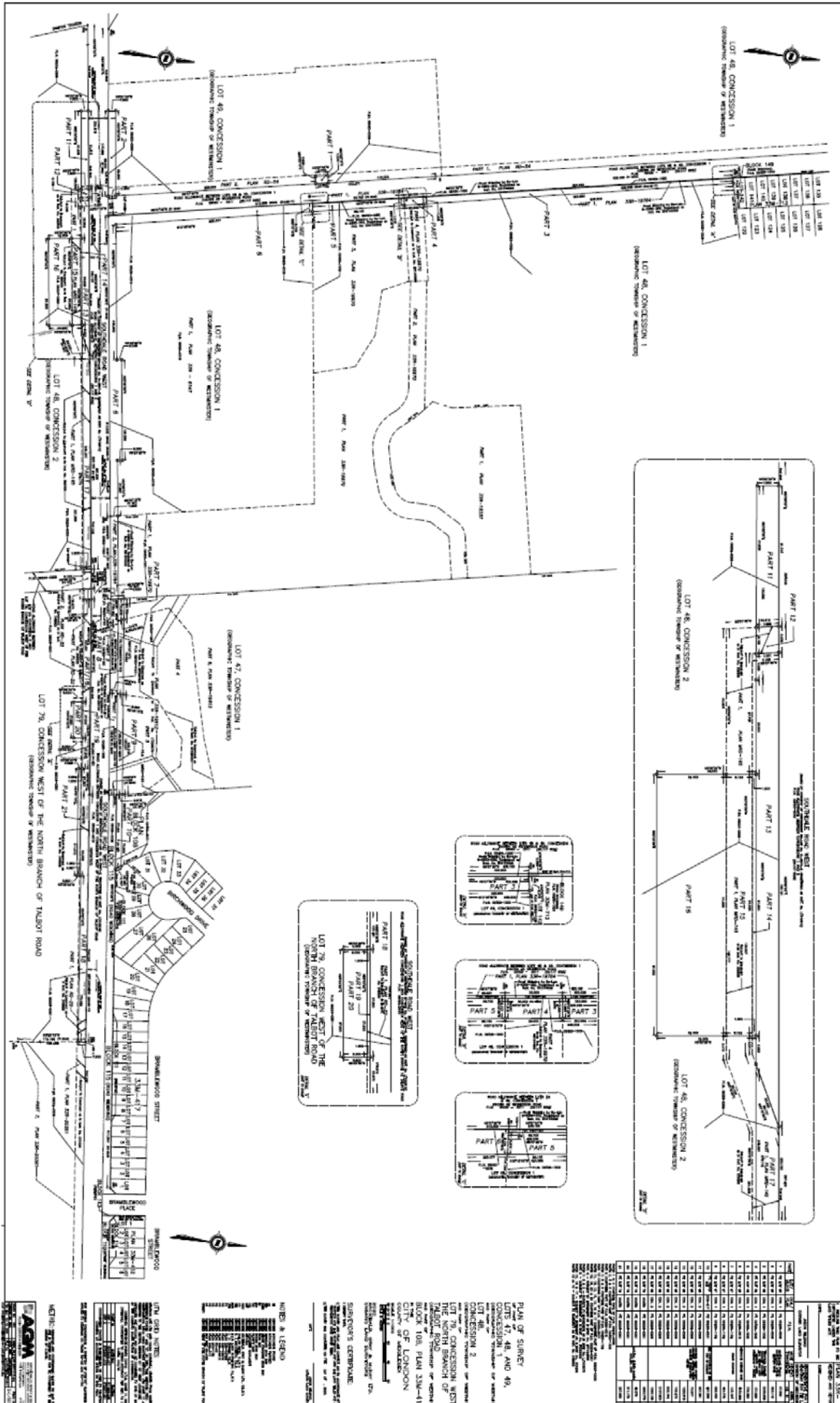
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

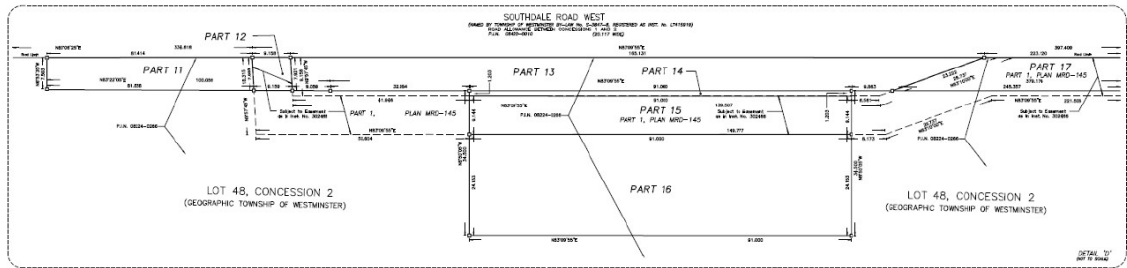
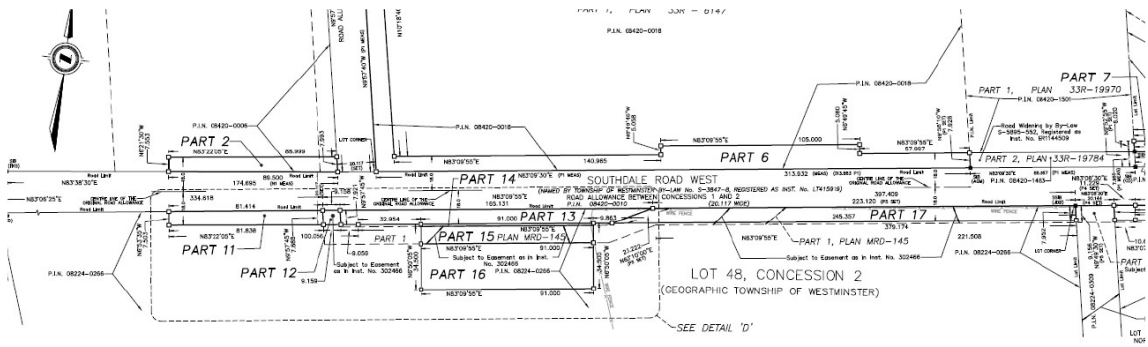
\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter



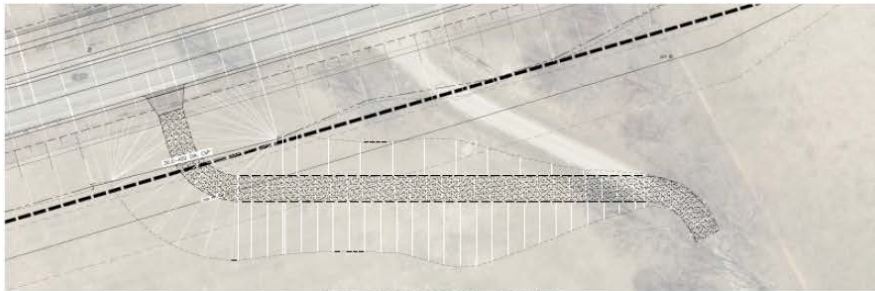
**SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Continued**



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  DATE: _____  <p style="text-align: center;">JASON WILBAND ONTARIO LAND SURVEYOR</p>	<p style="text-align: center; font-weight: bold; font-size: 1.2em;">PLAN 33R-</p> <p style="text-align: center;">RECEIVED AND DEPOSITED</p> <p style="text-align: center;">DATE: _____</p> <p style="text-align: center;">REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)</p>
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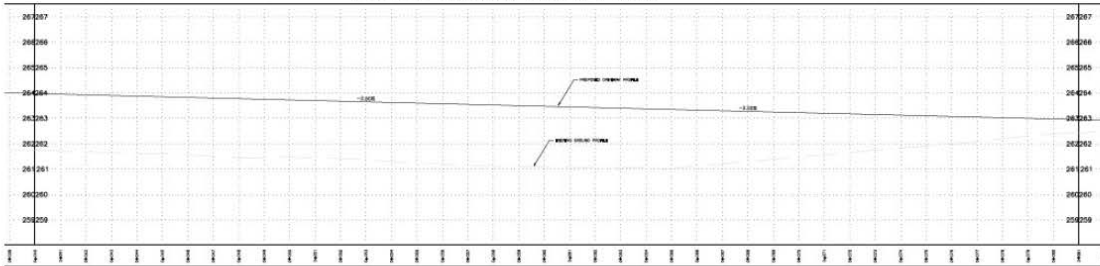
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18	PT. LOT 79	WNBTR	PT. 08224-0301		3893.779	41912.29

Schedule B1 "Driveway Realignment"

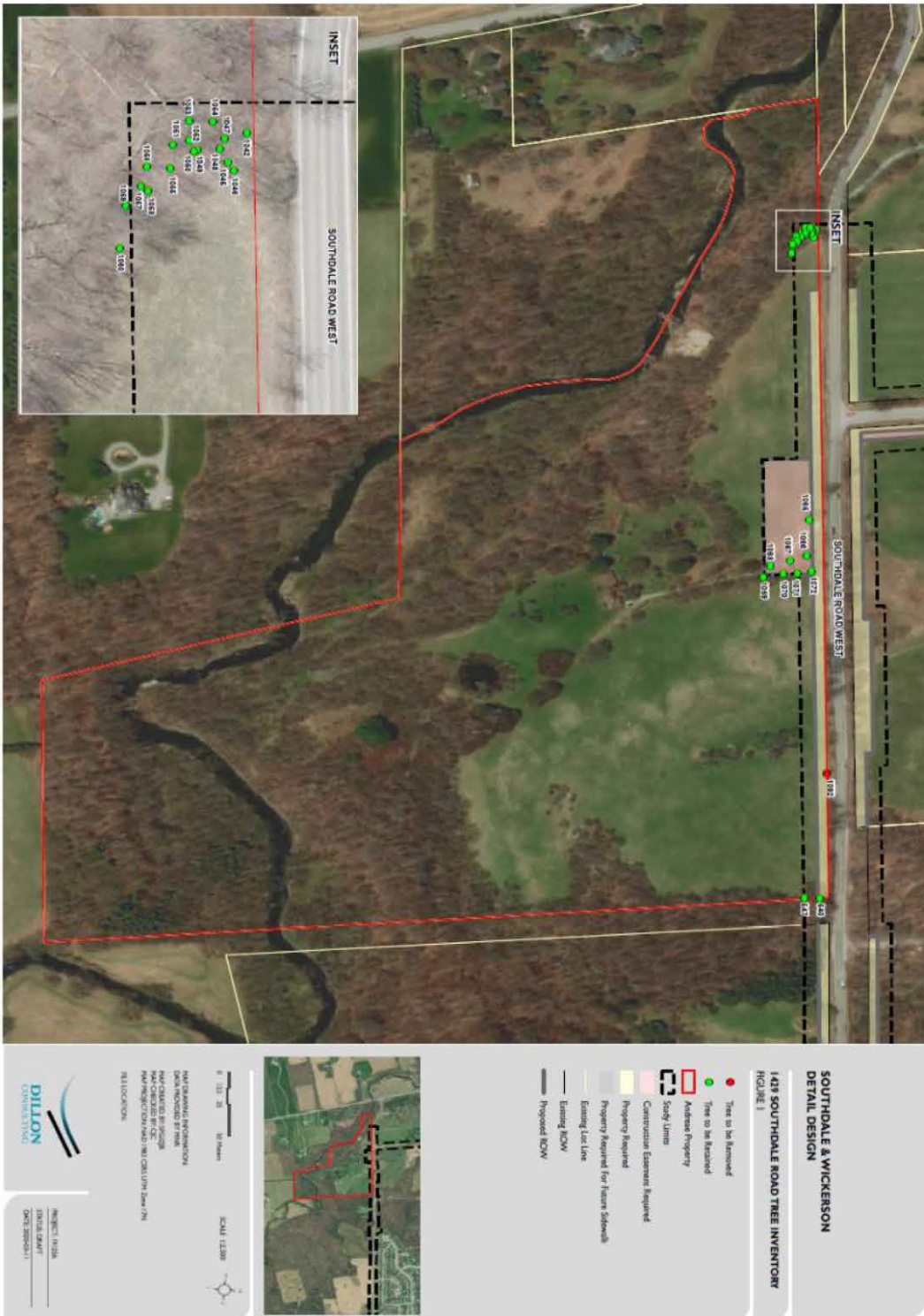


MUN 1429 PROPOSED DRIVEWAY  
1:200

MUN 1429 PROPOSED DRIVEWAY PROFILE



## Schedule "C1" Tree Impact Schedule – Private Property



# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#21067  
May 10, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition, 1429 Southdale Road West  
Southdale Road West and Wickerson Road Improvements  
(Subledger LD200073)  
Capital Project TS1407-2 - Southdale - Wickerson Rd to Byronhills Dr  
Christopher Alfred Andreae, Antonia Ellen Andrews and Peter Robert Andreae

### Finance and Corporate Services Report on the Sources of Financing:

Finance and Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Roads and Transportation, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To This Date	This Submission	Balance for Future Work
Engineering	1,311,948	1,301,844	0	10,104
Land Acquisition	663,400	221,827	169,408	272,165
Construction	4,500,000	2,378	0	4,497,622
Utilities	917,152	0	0	917,152
City Related Expenses	100,000	4,996	0	95,004
<b>Total Expenditures</b>	<b>\$7,492,500</b>	<b>\$1,531,045</b>	<b>\$169,408</b>	<b>\$5,792,047</b>

### Sources of Financing

Debenture By-law No. W.-5607(b)-61	879,830	179,788	19,893	680,149
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	6,612,670	1,351,257	149,515	5,111,898
<b>Total Financing</b>	<b>\$7,492,500</b>	<b>\$1,531,045</b>	<b>\$169,408</b>	<b>\$5,792,047</b>

### Financial Note:

Purchase Cost	\$112,200
Add: Legal Fees etc.	53,446
Add: Land Transfer Tax	847
Add: HST @13%	21,534
Less: HST Rebate	-18,619
<b>Total Purchase Cost</b>	<b>\$169,408</b>

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

Jason Davies  
Manager of Financial Planning & Policy

lp



**Appendix A – Aerial Location Map**

**Location Map Aerial**



Approximate Property Boundary Shown on Aerial



## Appendix B – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**VENDOR:** THE CORPORATION OF THE CITY OF LONDON

**PURCHASER:** MIDDLESEX CONDOMINIUM CORPORATION NO. 158

**REAL PROPERTY:**

Address: Part of 330 Thames Street, London

Location: South of West King Street

Measurements: +/- 15,682 Square Feet or approximately 0.36 acres

Legal Description: Being Part of Lot 25, South of King Street; Part of Lot 25, North of York Street, designated as Part 2 on Plan 33R-19956 and being Part of PIN 08322-0127 (LT) in the City of London County of Middlesex being and more specifically shown on Schedule "A" highlighted in red (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be One Hundred and Ninety Thousand Dollars Canadian (\$190,000.00) payable as follows:
  - a) a deposit of Ten Thousand Dollars (\$10,000.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Location Map of the Property
  - Schedule "B" Additional Terms and Conditions
  - Schedule "C" Existing Ground Lease
4. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than July 15<sup>th</sup> 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.
5. **TITLE SEARCH:** The Purchaser shall be allowed ninety (90) days, or until 4:30 p.m. on October 15<sup>th</sup> 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.
6. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on November 15<sup>th</sup> 2021, One Hundred and Twenty (120) days from acceptance of offer. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
7. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
8. **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.
9. **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.
10. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and 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.
11. **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



## Appendix B – Agreement of Purchase and Sale Cont'd


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.

12. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London this 23 day of APRIL, 2021.

MIDDLESEX CONDOMINIUM CORPORATION NO. 158

PER:   
 Name: B. TIMNEY  
 Title: President

PER:   
 Name: BEV. FARLEY  
 Title: Treasurer

I/We have authority to bind the Corporation.



## Appendix B – Agreement of Purchase and Sale Cont'd

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 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.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

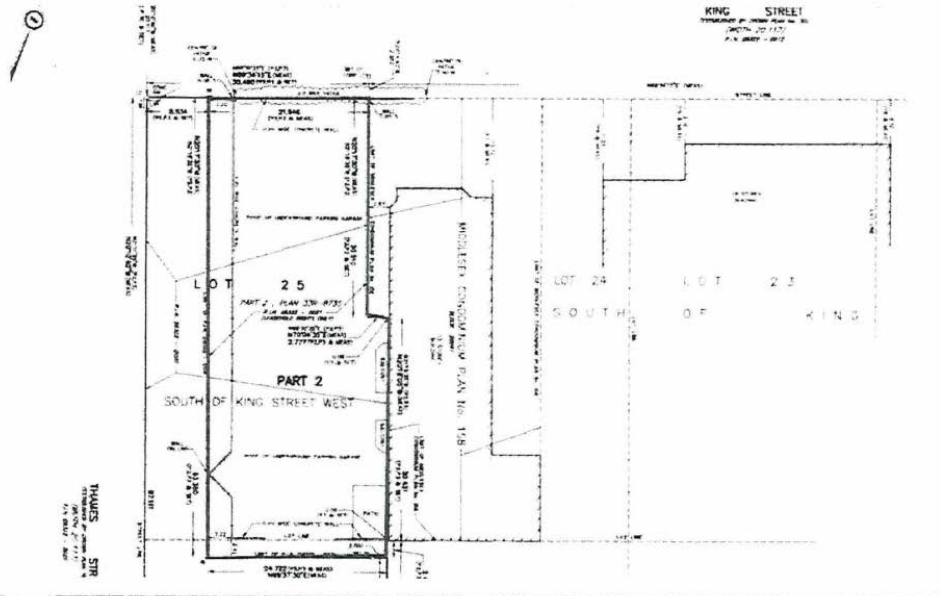
VENDOR'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

PURCHASER'S LAWYER: Kristi Sargent-Kerr, Solicitor, 519-433-5310

**Appendix B – Agreement of Purchase and Sale Cont'd**

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**SCHEDULE "A"**  
**THE PROPERTY**  
**PART 2 ON PLAN 33R-19956**



## Appendix B – Agreement of Purchase and Sale Cont'd

### SCHEDULE "B"

#### ADDITIONAL TERMS AND CONDITIONS

1. **LEGAL COSTS:** The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.
2. **PURCHASER ACKNOWLEDGEMENTS:** The Purchaser acknowledges that the Property is being purchased on an "as-is where-is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.
3. **PURCHASER CONDITION – FINANCING:** This offer is conditional upon the Purchaser, at the Purchaser's expense, arranging financing for this purchase satisfactory to the Purchaser in their sole and absolute discretion. Unless the Purchaser 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 Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at their sole option by notice in writing to the Vendor within the time period stated herein.
4. **PURCHASER CONDITION - CONDO BOARD APPROVAL:** This offer is conditional upon the Purchaser obtaining the necessary approvals from the condominium unit owners to complete this transaction, satisfactory to the Purchaser in their sole and absolute discretion. Unless the Purchaser 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 Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at their sole option by notice in writing to the Vendor within the time period stated herein.
5. **TERMINATION OF EXISTING GROUND LEASE:** The Property is subject to an existing ground lease between The Vendor and the Purchaser dated November 18<sup>th</sup> 1987 (the "Ground Lease") shown in Schedule "C". Prior to closing, the Vendor and Purchaser agree to execute any and all documentation necessary to terminate the Ground Lease, effective the Completion Date of this transaction. Should this Agreement be validly terminated for any reason prior to completion, both parties mutually agree that the Ground Lease shall remain in full force and effect.
6. **RESTRICTIVE COVENANT:** Both parties mutually acknowledge and agree that upon closing, the Purchaser shall register a restrictive covenant on title in favour of and in the form provided by the Vendor, to limit the use of the Property to its existing uses, specifically being an underground parking garage and open space area, for a period of 99 years (the "Restrictive Covenant"). The Purchaser further acknowledges and agrees that the Vendor shall not be responsible for any claims, demands, damages, suits, expenses, liabilities, and business losses as a result of this Restrictive Covenant. This condition shall survive and not merge on the completion of this transaction.
7. **OPTION TO REPURCHASE:** In the event the Purchaser is considering the sale of the property or any future redevelopment in contravention of the restrictive covenant, the Purchaser shall provide the Vendor a first option to re-acquire the Property, including all existing improvements, at the purchase price equal to 90% of the original purchase price paid by the Purchaser and subject to any further adjustments as of the date of reconveyance for taxes, local improvements and other rates. Upon closing, the Purchaser shall permit the Vendor to register a Notice of Option to Purchase on title to the Property in accordance with the terms of this condition. This condition shall survive and not merge on the completion of this transaction.

**Appendix B – Agreement of Purchase and Sale Cont'd**

**SCHEDULE "C"**

THIS INDENTURE made, in duplicate, as of the 18th day of November , 1987.

BETWEEN:

UPPER THAMES RIVER CONSERVATION AUTHORITY

(hereinafter called the "Landlord")

OF THE FIRST PART;

- and -

NINETEEN KING ST. INC.

(hereinafter called the "Tenant")

OF THE SECOND PART;

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City")

OF THE THIRD PART;

WHEREAS Upper Thames River Conservation Authority is the owner of the demised lands and premises more particularly described in Article I, Section 1.01 and hereinafter referred to as the "demised premises" or the "premises";

AND WHEREAS by an agreement dated December 7, 1985 (hereinafter referred to as the "Agreement") with Upper Thames River Conservation Authority, the City is entitled on certain terms to use, occupy and otherwise deal with the demised premises and other flood plain land acquired by the Authority within the City of London from time to time for park and recreational purposes;

AND WHEREAS the Upper Thames River Conservation Authority, hereinafter referred to as the Landlord, has agreed to lease the said premises to Nineteen King St. Inc, hereinafter referred to as the Tenant, upon the terms and conditions hereinafter set forth to which the Corporation of the City of London consents.

NOW THIS INDENTURE WITNESSETH THAT:

1. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord has demised and leased unto the Tenant, and the Tenant doth hereby take and rent upon and subject to the conditions hereinafter expressed, the demised premises.
2. To have and to hold the demised premises for a term of sixty-six (66) years to be computed from such time as Order in Council is granted.
3. Yielding and paying unto the Landlord, its successors and assigns, in each and every of the years during the term, rent as hereinafter provided.



## Appendix B – Agreement of Purchase and Sale Cont'd

### SCHEDULE "C" Cont'd

- 2 -

4. This Lease is made upon and subject to the following covenants and conditions which each of the Landlord and the Tenant respectively covenant and agree to keep, observe and perform to the extent that the same are binding or expressed to be binding upon them.

#### ARTICLE I

##### DEFINITIONS AND INTERPRETATIONS

Section 1.01: The terms defined in this Section for all purposes of this Lease and of all indentures, leases or other instruments supplemental hereto or confirmatory, amendatory or in modification hereof now or hereafter entered into in accordance with the provisions hereof, shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

- (a) "Demised Premises" means those lands and premises situate, lying and being in the City of London in the County of Middlesex and Province of Ontario, and being composed of that part of Lot 25, on the south side of King Street, as more particularly described in Schedule "A", save and except the surface of the said lands and premises and that portion of the said lands and premises lying between the said surface and a boundary below the said surface measured vertically downward from the said surface a distance of one foot.
- (b) "Lease" means this instrument, as originally executed and delivered or, if amended, supplemented or modified, as so amended, supplemented or modified.

Section 1.02: The parties acknowledge that there are no covenants, representation, warranties, agreements or conditions expressed or implied relating to this Lease or the Demised Premises save as expressly set out in this Lease and in any agreement to lease in writing between the Landlord and the Tenant pursuant to which this Lease has been executed.

Section 1.03: All the provisions of this Lease are to be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of the Lease, which shall remain in force and be binding as though the said provisions had never been included. The captions or articles in this Lease are for the convenience of reference only and are not intended to limit, enlarge or otherwise alter their meanings. This Lease shall be interpreted according to the laws of the Province of Ontario.

#### ARTICLE II

##### PAYMENT OF RENT

Section 2.01: The Tenant covenants and agrees to pay to the Landlord as rent the sum of FIVE THOUSAND DOLLARS (\$5,000.00) for each and every year beginning on the 18th day of November, 1987, due and payable each and every year in advance with the last such payment to become due and payable 66 years from the date of the granting of the Order in Council, and it is



## Appendix B – Agreement of Purchase and Sale Cont'd

### SCHEDULE "C" Cont'd

- 3 -

understood and agreed that such payments are to be made by the Tenant without any deduction, abatement or set-off whatsoever. Additional rent, rounded to the nearest five dollars, shall be paid by the Tenant yearly commencing on the 18th day of November, 1988, calculated using the following formula:

$$\frac{(A \times C)}{B} - A = D$$

Where: A = \$5,000;

B = the annual average based on 1985 in the All-items Consumer Price Index for Canada (1981 = 100), published by Statistics Canada (herein called the "Consumer Price Index");

C = the annual average based on the calendar year in the Consumer Price Index immediately preceding the 1st day of October on which the particular additional rent is payable;

D = the additional rent, a negative difference being converted to zero.

All rent in arrears shall bear interest at the rate of twelve percent (12%) per annum and the rent shall be deemed to be in arrears the day after it is due with three (3) days of grace or forbearance by the Landlord before the arrears commence.

Section 2.02: All payments of rent shall be made to the Department of the City Treasurer, City Hall, 300 Dufferin Avenue, P.O. Box 5035, London, Ontario, N6A 4L9, or as the Landlord may otherwise direct in writing. The rent received by the City shall be applied to the maintenance and upkeep of the surface of the lands and premises described in Schedule "A" as a public park pursuant to the agreement.

Section 2.03: It is the intention of the parties that the rent, payable hereunder, shall be net to the Landlord, free and clear of any expenses in connection with the care, maintenance, operation, repair, replacement, alteration, addition, change, substitution and improvement of or to the Demised Premises and the Tenant shall at its expense pay all costs, outlays and expenses of any nature and kind whatsoever relating to or affecting the Demised Premises or any part thereof.

### ARTICLE III

#### TAXES AND UTILITIES

Section 3.01: As additional rent hereunder, the Tenant shall pay and discharge or cause to be paid and discharged within thirty (30) days after the same shall become due and payable (subject to the right of contestation as hereinafter set out in Section 3.03) before any fine, penalty, interest or costs may be added thereto, all taxes, rates, duties, assessments, including local improvement rates and real property tax and other like public charges that may be levied, rated, charged or assessed against the Demised Premises, all equipment and facilities thereon and therein, and any other property of any nature whatsoever on the premises owned or brought thereon by the Tenant, and every business carried on thereon or therein in respect of the use or occupancy thereof by the Tenant, and

## Appendix B – Agreement of Purchase and Sale Cont'd

### SCHEDULE "C" Cont'd

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every tax, licence fee, rental, sales tax, business tax, and other public charges, whether such taxes, rates, duties, assessments, licence fees and other public charges are assessed, levied or charged by municipal, provincial, federal, school or other public body during the term and all charges for electrical power, gas, water and other rates and all other charges for utilities or services in connection with such business or occupation, non-payment of which would create a lien or charge against the Demised Premises, all equipment and facilities thereon at the date hereof or placed thereafter by the Tenant and any other property of any nature whatsoever thereon and therein, and the Tenant shall indemnify and keep indemnified the Landlord from and against the payment of any such tax, rate, duty, assessment, licence fee or other charge, and from and against any loss, liability, costs, charges and expenses by reason of the Tenant's failure to pay the same when due. Any such loss, costs, charges and expenses suffered by the Landlord by reason of such failure may be collected by the Landlord with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Section 3.02: Upon written notice by the Landlord, the Tenant shall, forthwith after payment of the foregoing items and charges produce to the Landlord satisfactory evidence to the Landlord of the fact of such payment.

Section 3.03: It is agreed that the Tenant shall have the right to contest the validity of, or the amount of any tax, rate, assessment or other public charge, provided that such contestation will involve no forfeiture, foreclosure, escheat, sale or termination of the Landlord's title to the Demised Premises or any part thereof; but upon a final determination of any such contest the Tenant shall immediately pay and satisfy the amount of any such tax, rate, assessment or other public charge declared or found to be due, together with all property costs, penalties, interest or other charges (if any) payable in connection therewith.

Section 3.04: Upon being provided with suitable indemnity or security satisfactory to it, in relation to any costs, charges, rates, assessments or expenses which it may incur, or be likely to incur, the Landlord agrees at the request of the Tenant, to join in any such contest if its presence is reasonably necessary to perfect the proceedings in relation thereto, but the Landlord shall not be responsible for the conduct or carriage of such proceedings nor incur any liability whatsoever by reason of having joined therein and the Tenant shall indemnify and save harmless the Landlord against and from any such liability.

#### ARTICLE IV

##### USE OF PREMISES

Section 4.01: The Tenant covenants that it will not use the Demised Premises otherwise than for the purpose of an underground parking structure of no more than two levels to be constructed by the Tenant in conjunction with the proposed apartment building at 19 King Street. The Tenant shall be responsible for all costs associated with the development and construction of the said underground parking structure and shall be solely responsible for the maintenance of the same during the term of this Lease.

**SCHEDULE "C" Cont'd**

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Section 4.02: Upon completion of the underground parking structure the Tenant shall pay the cost of re-landscaping the surface of the lands and premises described in Schedule "A" as determined by the City, and the City shall thereafter maintain the surface as a park out of the rents paid to it under Section 2.02 pursuant to the agreement.

Section 4.03: In the event the proposed apartment building, for which the underground parking structure is to be built, is demolished or otherwise ceases to be used for the purpose for which it was constructed, the Lease and the term hereby demised shall forthwith terminate, and the structure shall become the property of the Landlord, free from all encumbrances, liens and charges or in the alternative, at the option of the Landlord, the Tenant shall demolish the said parking structure, leaving the surface of the land in a condition similar to its condition prior to demolition.

ARTICLE V

REPAIRS AND MAINTENANCE

Section 5.01: The Tenant agrees to permit the Landlord and its agents or representatives during reasonable hours to enter upon and view the premises to examine the condition thereof. All want of reparation that upon such inspection shall be found, and for the amendment of which notice in writing shall be left at the premises, the Tenant shall within three (3) calendar months next after such notice, well and sufficiently repair and make good accordingly. If the Tenant shall at any time fail to make any such repairs or replacements required by it when needed, the Landlord shall be entitled to make such repairs or cause the same to be made, and the cost thereof together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment by the Landlord shall be charged to and paid by the Tenant to the Landlord as additional rent hereunder. It is further understood and agreed that this section shall apply only to those repairs that are the obligation of the Tenant under the terms of this agreement.

Section 5.02: The Landlord, its agents, servants, employees or contractors shall be allowed entry to the Demised Premises to undertake any examination thereof or any work therein in the case of an emergency, and shall not be liable for any damage to the leased premises or the contents thereof occasioned by such entry, so long as they have used reasonable diligence and care.

Section 5.03: At the expiration or other termination of this Lease, the Tenant shall, except as otherwise expressly provided herein, surrender and deliver up the Demised Premises, with the aforesaid underground parking structure and equipment thereof, in good order and condition, which structure and equipment shall thereupon become the property of the Landlord.

ARTICLE VI

CHANGES AND ALTERATIONS

Section 6.01: The Tenant covenants and agrees that all the improvements or other work undertaken by or for the Tenant,

**SCHEDULE "C" Cont'd**

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once begun, shall be prosecuted with reasonable diligence to completion, free and clear of any and all construction liens or other liens, conditional sales contracts, chattel mortgages or similar claims or encumbrances against the Demised Premises and be performed in all respects in accordance with the law.

Section 6.02: All changes, alterations, additions and improvements shall comply with all applicable statutes, regulations or by-laws or any municipal, provincial or other government authority, and the Tenant shall not by reason of any change, alteration, addition, or improvement as aforesaid be made liable to avoidance or cancellation by the insurer.

ARTICLE VII

INSURANCE

Section 7.01: At all times during the term, the Tenant shall, at its own cost and expense, maintain with one or more companies reasonably satisfactory to the Landlord, comprehensive general liability insurance in the amount of not less than \$1,000,000.00 inclusive limits against claims for personal injury, death or property damage or loss arising out of the operations of the Tenant, indemnifying and protecting the Landlord, the City and the Tenant: All policies of insurance referred to in this Article shall be written in the name of the Landlord, the City and the Tenant as the case may be, as insured and the Landlord and the City shall be saved harmless from any suits with respect to personal liability and loss as per Article X, and, if possible, shall contain a waiver of subrogation to the effect that any release from liability entered by the insured, prior to any loss, shall not affect the right of the insured or the Landlord or the City to recover.

Section 7.02: The Tenant hereby releases the Landlord, the City and their respective successors and assigns, from any and all liability for loss or damage caused by any of the perils against which the Tenant shall have insured or against which by terms of this Lease, the Tenant is obliged to insure the premises or any part thereof, and the Tenant hereby covenants to indemnify and save harmless the Landlord and the City against and from all manner of actions, causes of action, suits, damages, loss, costs, claim and demands of any nature whatsoever relating to such loss or damage.

Section 7.04: The Tenant shall pay all the premiums under the aforesaid policies as they become due and payable and in default of payment by the Tenant, the Landlord may pay the same and may collect the same as rent with all the rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Section 7.05: All policies of insurance (or certificates thereof at the option of the Landlord), or other evidence of continuity of insurance accompanied by satisfactory evidence that the premiums thereon have been paid thereon shall be mailed to the Landlord and the City not less than fifteen (15) days prior to the expiration of any then current policy.

**SCHEDULE "C" Cont'd**

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ARTICLE VIII

DAMAGE AND DESTRUCTION

Section 8.01: If during the term of the Lease, the premises are damaged by fire, lightning, flooding, tempest, erosion or other casualty, the following provisions shall have effect:

- (a) If the premises are partially damaged so that the premises are partly or wholly unfit for the business of the Tenant, the Lease shall not be rescinded or terminated, and the rental provided to be paid hereunder shall not be abated and the Tenant shall repair the parking structure as soon as practicable at the Tenant's expense.
- (b) If the premises are totally destroyed or if they are so damaged that such damages (in the opinion of the Tenant) cannot be reasonably repaired, the rental provided shall not run or accrue from and after such destruction or damage in any circumstances; the Lease agreement shall terminate; and neither the Landlord nor the Tenant shall be required to restore the premises. At the option of the Tenant, the Tenant shall demolish the parking structure at the Tenant's expense as soon as practicable, leaving the surface of the land in a condition similar to that prior to the destruction or damage and all insurance proceeds shall belong to the Tenant. If the Tenant, at its option, does not demolish the parking structure, all insurance proceeds shall belong to the Landlord.

Section 8.02: Any replacement, repair or reconstruction of the Demised Premises or any part thereof pursuant to the provisions of Section 8.01 hereof shall commence within a reasonable period of time after such damage or destruction and shall be made or done in compliance with the provisions of Section 5.01 and 6.01 hereof.

ARTICLE IX

OBSERVANCE OF GOVERNMENT REGULATIONS

Section 9.01: The Tenant shall not allow any garbage or any other loose or objectionable material to accumulate in or about the building, yard, or passages of the premises, and will at all times keep the premises in a clean and wholesome condition, and will comply with all provisions of law applicable to the Demised Premises including without limitation, federal and provincial legislative enactments, zoning and building by-laws and any other governmental or municipal regulations which relate to equipment, to the maintenance, operation and use of the premises, and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the premises or any part thereof to the extent that the same are applicable to the Demised Premises. The Tenant covenants to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authority or made by insurance underwriters, and to observe and obey all government and municipal regulations and other requirements governing the conduct of any businesses conducted on or in the Demised Premises, whether the same are in force at the commencement of the term of this Lease, or may in the future

## Appendix B – Agreement of Purchase and Sale Cont'd

### SCHEDULE "C" Cont'd

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be passed, required, ordered, enacted or directed. In the event that the Tenant fails to comply as herein set out, the Landlord may effect compliance and collect any expense for work completed from the Tenant in the same manner.

Section 9.02: The Tenant covenants and agrees that it will comply in all respects with the provisions of the Conservation Authorities Act, R.S.O. 1980, c.85.

#### ARTICLE X

##### INDEMNITY

Section 10.01: The Tenant shall indemnify and save harmless the Landlord and the City from any and all manner of actions, causes of action, suits, damages, losses, claims and demands of any nature whatsoever arising during the term out of any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of each party then to be fulfilled, kept, observed or performed.

Section 10.02: The Tenant shall indemnify and save harmless the Landlord and the City from any and all manner of actions, causes of action, suits, damages, losses, costs, claims and demands of any nature whatsoever during the term arising out of:

- (a) any injury to person or persons including death resulting at any time therefrom, by the use and occupation of the Demised Premises; and
- (b) any damages to or loss of property occasioned by the use and occupation of the Demised Premises.

Section 10.03: The Tenant, for itself, its successors and assigns, covenants and agrees to indemnify and save harmless the Authority, the Corporation of the City of London and Her Majesty The Queen in right of the Province of Ontario, of and from any and all manner of claims, damages, loss, costs or charges whatsoever occasioned to or suffered by or imposed upon the Authority, the Corporation of the City of London and/or Her Majesty The Queen in right of the Province of Ontario or their property, either directly or indirectly, in respect of any matter or thing in consequence of or in connection with or arising out of the Tenant's use, occupancy or development of the lands to be developed and maintained by the Tenant pursuant to this agreement or, out of any operation connected therewith or in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same. The Tenant, for itself, its permitted successors and assigns, covenants that the indemnity herein contained shall extend to all damages and claims for damages by reason of improper or faulty erection or any construction of structures hereafter erected or installed on the said demised lands or in connection therewith by the Tenant, its servants or agents or by reason of any insufficiency in such structures and whether or not the same have been approved by the Landlord, the City or Her Majesty The Queen in right of the Province of Ontario.

SCHEDULE "C" Cont'd

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ARTICLE XI

SUBLETTING OR ASSIGNING

Section 11.01: The Tenant covenants and agrees that it will not assign, sublet or otherwise encumber this Lease or the premises herein demised in whole or in part without the express written consent of the Landlord first obtained, and, such further consents and approvals as required pursuant to the provisions of the Conservation Authorities Act, its regulations, by-laws and amendment in force from time to time; such consents as hereinbefore referred to may be refused; but excluded from the foregoing provisions shall be any subleasing to the corporation associated with the Tenant as defined in Section 256 of the Income Tax Act of Canada, but such associated corporation shall be subject to the provisions of this clause.

It is further covenanted, agreed and acknowledged by the Tenant that, any proposed assignment, subletting or encumbering of the within Lease or the premises herein demised in whole or in part, shall require further approval by way of Order in Council under the provisions of the Conservation Authorities Act.

ARTICLE XII

QUIET ENJOYMENT

Section 12.01: The Tenant upon paying the rent hereby reserved, and performing and observing the covenants and conditions herein contained on its part to be performed and observed, shall and may peaceably enjoy and possess the premises for the term hereby granted, without any interruption or disturbance from the Landlord or any other person or persons rightfully claiming by, from or under it.

ARTICLE XIII

REMEDIES OF LANDLORD

Section 13.01: The Landlord and Tenant each respectively may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant or Landlord either by any provisions of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord or Tenant, as the case may be, by statute or the general law.

Section 13.02: If the Landlord or Tenant, as the case may be, shall overlook, excuse, condone or suffer any default, breach or non-observance by the Tenant or the Landlord, as the case may be, of any obligation hereunder, this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach or non-observance, and no such waiver shall be implied, but shall only be effective if expressed in writing.

SCHEDULE "C" Cont'd

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ARTICLE XIV

EVENTS TERMINATING LEASE

Section 14.01: If the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sales, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors, or shall take any steps or suffer any order to be made for its winding up or other termination of its existence, then, in any such case, the Landlord may at its option, terminate this Lease by leaving upon the Demised Premises notice of such termination and thereupon, in addition to the payment by the Tenant of rent and other payments for which the Tenant is liable under this Lease, basic rent for the current year and the next ensuing three (3) years shall immediately become due and be paid by the Tenant.

Section 14.02: if the Tenant shall make any default in the payment of rent reserved hereunder, or at any time of additional rent, or any part of either, or in making any other payment herein provided, and such default shall continue for thirty (30) days after written notice thereof by the Landlord or if the Tenant shall default in the observances or performances of any other covenant or agreement herein contained and such default shall continue for thirty (30) days after written notice thereof by the Landlord as in the case of a default other than with respect to the payment of money which cannot with due diligence be cured within such thirty (30) day period, or if the Tenant fails to commence promptly and proceed diligently after such notice to cure the same, then the term hereby granted shall, at the option of the Landlord terminate and be at an end, and the Tenant shall quit and surrender the premises to the Landlord, but the Tenant shall remain liable as hereinafter provided; and the said option may be exercised by notice in writing to the Tenant as herein mentioned.

ARTICLE XV

NOTICE

Section 15.01: All notices, demands and requests which may or are required to be given pursuant to this Lease shall be sufficiently given if in writing and served personally upon the party or any executive officer of the party for whom it is intended, or mailed, prepaid and registered, and in the case of the Landlord addressed to the Secretary-Treasurer, Upper Thames River Conservation Authority, R.R. #6, P.O. Box 6278, Station D, London, Ontario N5W 5S1, and in the case of the City, addressed to The City Clerk, The Corporation of the City of London, City Hall, 300 Dufferin Avenue, Room 406, P.O. Box 5035, London, Ontario N6A 4L9, and in the case of the Tenant, addressed to it at the Demised Premises or at such other address as the parties may from time to time advise by notice. The date of receipt of such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally, or on the fifth business day next following the date of such mailing, if mailed as aforesaid.



SCHEDULE "C" Cont'd

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ARTICLE XVI

ARBITRATION

Section 16.01: The Landlord and Tenant hereby agree that, should any dispute, difference, or issue arise between themselves regarding the terms and covenants of this Lease, it shall be referred to the arbitration and final determination of a board of three arbitrators. One arbitrator shall be appointed by the Landlord, one arbitrator shall be appointed by the Tenant, and the third arbitrator, to act as chairman of the board of arbitration, and appointed by the Landlord's and Tenant's arbitrators, who shall decide on all matters upon which the arbitrators disagree. The arbitration process shall be governed by and under the terms and provisions of the Arbitrations Act, R.S.O. 1980. c.25, as amended, or a successor of that Act.

ARTICLE XVII

MISCELLANEOUS

Section 17.01: Time shall be of the essence of this Lease.

Section 17.02: This Lease shall not be modified or amended except by instrument in writing of equal formality herewith signed by the parties hereto or by their permitted successors and assigns and subject to the approval of the Lieutenant Governor in Council pursuant to Section 21(c) of the Conservation Authorities Act.

Section 17.03: It is agreed and declared that these provisions shall extend to and be binding upon and enure to the benefit of the parties hereto and their permitted successors and assigns.

Section 17.04: This Agreement shall be null and void unless signed by all parties hereto.

ARTICLE XVIII

RELEASE

Section 18.01: That for the consideration aforesaid, the Tenant, for itself, its permitted successors and assigns, releases and forever discharges the Landlord, the City and Her Majesty The Queen in right of the Province of Ontario as a result of any claim for loss, damage, injury or otherwise, caused by or arising out of the flooding of the lands whether the same is caused by natural forces alone or a combination of natural forces and the operation of flood controlled dams by the Landlord, and/or Her Majesty The Queen in right of the Province of Ontario; and further, the Tenant does agree to indemnify and save harmless the Landlord and Her Majesty The Queen in right of the Province of Ontario as a result of any claim made against them by any other party arising out of the permission granted by the Landlord (if any) to the owner with

**SCHEDULE "C" Cont'd**

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respect to the excavation and construction of the structure or structures on the Demised Premises.

IN WITNESS WHEREOF the Landlord, the Tenant and the City have hereto caused to be affixed their corporate seals duly attested by the hands of their proper signing officers.

UPPER THAMES RIVER CONSERVATION AUTHORITY

BY: [Signature]  
Chairman

And BY: [Signature]  
General Manager

PROPERTY HOLDINGS CO. INC.  
I \_\_\_\_\_  
I \_\_\_\_\_

THE CORPORATION OF THE CITY OF LONDON

I \_\_\_\_\_  
I \_\_\_\_\_  
City Clerk, K.W. Sadler

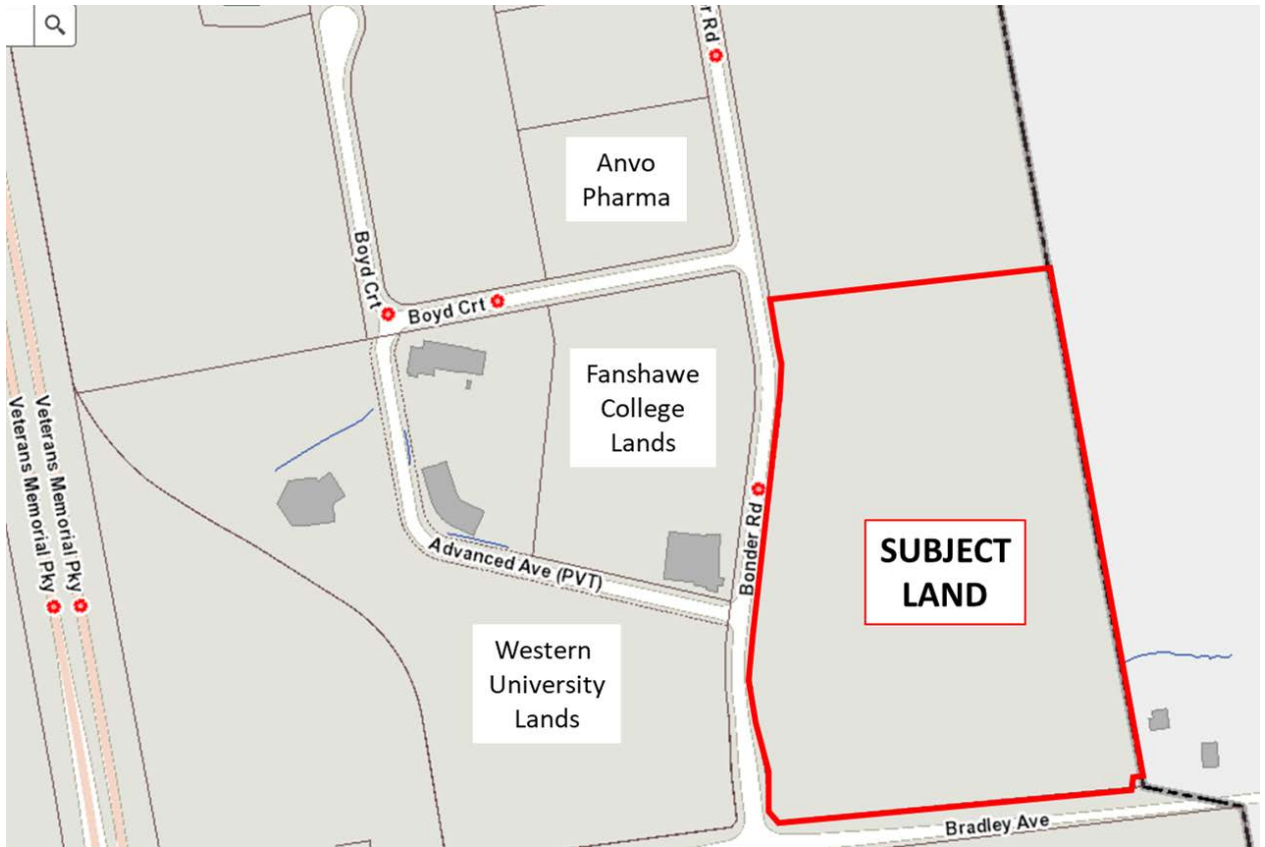
APPROVED  
LEGAL DEPT. C. OF L. [Signature]  
DATE Dec 8 1987

**SCHEDULE "C" Cont'd**

SCHEDULE "A"

Parts of Lots 24 and 25, South of West King Street, in the City of  
London, in the County of Middlesex, designated as Part 2, Plan 33R-7407.

**Appendix A – Location Map and Aerial**



Approximate Area Shown of Subject Property. For Illustration Purposes.

**Aerial**



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 4<sup>th</sup> day of May, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

12935473 CANADA INC.

Address: 2555 chemin de l'Aviation, Pointe-Claire, QC, H9P 2Z2

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 Innovation Industrial Park Phase IV, in the City of London, in the County of Middlesex, containing 25 acres, more or less subject to survey, located on the east side of Bonder Road, and legally described as PART BLOCK 1, on PLAN 33M609, SUBJECT TO AN EASEMENT AS IN ER662838; CITY OF LONDON; and shown outlined in red and attached hereto as Schedule "C" to this Agreement, for the price of approximately,

One Million Seven Hundred And Fifty Thousand Dollars  
(\$1,750,000)

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

One Hundred and Seventy Five Thousand Dollars (10% of purchase price)  
(\$175,000)

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 until July 30<sup>th</sup>, 2021, 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 until July 30<sup>th</sup>, 2021, 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 by August 20<sup>th</sup>, 2021. 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. A project of the Deed of transfer will be remitted to the Purchaser's solicitor 5 business days before closing. 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 28<sup>th</sup> day of May, 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.

*[Signature page follows]*

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

SIGNED, SEALED & DELIVERED

in the presence of

*Simon Tabah*

Simon Tabah (May 4, 2021 13:51 EDT)

Witness: Simon Tabah  
Director, Legal Affairs

) 12935473 CANADA INC.

) Purchaser

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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 - "Aerial of The Land Outlined in Red"  
Schedule "D" attached - "Additional Terms and Conditions"


**Realtor:** Peter Craig, Sales Representative  
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:	Innovation Industrial Park, Phase IV
Lot & Conc./Part No./Block, etc.; Acres:	PART BLOCK 1, PLAN 33M-609 (25 Acres)
Name, Address, Postal Code of Purchaser:	12935473 CANADA INC. 2555 chemin de l'Aviation Pointe-Claire, QC H9P 2Z2
Local Company:	Yes No
Intended Use of Building - (Describe):	Research and Development, advanced manufacturing and distribution of Medical devices, Personal Protection Equipment (PPE) etc.
Major Industrial Classification of User:	Advanced Manufacturing and Assembly
List of Products Manufactured/Handled:	Medical Grade Equipment
Number of Employees Anticipated:	140 (Full Time)
Number of Square Feet of Building Proposed:	200,000 sq. ft.
Number of Square Feet in Property Purchase:	1,089,000 sq. ft.
Proposed Building Coverage as % of Lot Area:	18 percent (18 %)
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:	
Purchaser's Executive Completing this Form:	 <u>Guillaume Laverdure (May 5, 2021 00:47 GMT+7)</u> (signature) Guillaume Laverdure, Chief Operating Officer 12935473 CANADA INC. I have authority to bind the Corporation

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk



SCHEDULE "B"

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

Disposal of Industrial Land Procedures

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

CLASS 1 SALE

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

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further

condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

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

GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.
14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.
15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.
17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.
18. 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.
19. 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.
20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
21. 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.
22. 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.

**SCHEDULE "C"**

**THE LAND**



***SUBJECT TO FINAL SURVEY***

**SCHEDULE "D"**

ADDITIONAL TERMS AND CONDITIONS

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.

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.

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 River Conservation Authority, (UTRCA), Ministry of Environment, Conservation and Parks (MECP), and any other approvals deemed necessary by the City.

Reference Plan

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

Adjustments: The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 25 acres multiplied by \$70,000 per acre. If the actual size of the Property is difference 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 area of the Property multiplied by \$70,000 per acre.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor 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 July 30<sup>th</sup>, 2021, that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor 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 July 30<sup>th</sup>, 2021, that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

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. Unless the Purchaser gives notice in writing delivered to the Vendor 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 July 30<sup>th</sup>, 2021, that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Purchaser Condition – Financing

This offer is conditional upon the Purchaser securing the requisite financing from the Purchaser's financial institution, on terms and conditions acceptable to the Purchaser in its sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor 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 July 30<sup>th</sup>, 2021, that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Approval from Board of Directors

The Purchaser shall have until July 30<sup>th</sup>, 2021, for the approval of the terms of this Agreement hereof by the Purchaser's Board of Directors. Unless that Purchaser gives notice in writing to the Vendor within the time period specified that this condition has been fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

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.

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 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

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 five (5) business days of being requested to do so by the Purchaser.

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 until July 30<sup>th</sup>, 2021 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 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.

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.

Survival of Conditions

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

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special 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. 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.

**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.

WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the Joint Job Evaluation Committee ("JJEC") advised on April 23, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the incumbent submission for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the matter was referred to the Joint Job Evaluation Dispute Resolution Committee ("JJEDRC") on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision on the submission regarding the sub-factor Contacts for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 2-19);

AND WHEREAS the JJEC advised on April 23, 2019 that it was unable to reach a majority decision on sub factor Contacts following the request of management to reconsider the January 17, 2019 decision of the JJEC regarding the new job description submitted for the Client Services Representative - Bilingual (C0781) job;

AND WHEREAS the matter was referred to the JJEDRC on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision regarding the sub-factor Contacts for the Client Services Representative- Bilingual (C0781) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 1-19);

AND WHEREAS the JJEC advised on September 17, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the job evaluation submission for the Caseworker, Bilingual (C1089) job;

AND WHEREAS the employee filed a request for reconsideration on September 27, 2019 requesting the following sub factors be reconsidered: complexity, contacts, supervision and mental/sensory;



AND WHEREAS the referral to the JJEDRC and reconsideration for the Caseworker, Bilingual (C1089) have been held in abeyance;

AND WHEREAS the Court Reporter/Clerk – POA Bilingual (C1073) is rated higher in the Contacts subfactor due to the bilingual component and the parties wish to amend the job evaluation rating;

AND WHEREAS the parties wish to fully and finally resolve all matters between them relating to the contacts sub-factor in respect of the above-noted job evaluation matters for the classifications of the Bilingual Client Service Clerk job (C0680), the Client Services Representative - Bilingual job (C0781) and the Caseworker Bilingual (C1089) job;

NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

1. The parties will enter into the Letter of Understanding attached hereto as Appendix 'A'. The Letter of Understanding shall be appended to the 2019-2022 Collective Agreement between the Corporation and the Union and also shall be deemed to form an integral part of these Minutes of Settlement.
2. For clarity, the parties agree that, notwithstanding the JJEC vote to provide a "+ 1 bump" on the degree factor rating under Contacts if a job is identified as a bilingual job (see December 6, 2005 JJEC minutes), bilingual jobs shall not receive credit of an additional +1 degree factor rating under Contacts on account of jobs being identified as bilingual jobs.
3. The parties will enter into the attached minutes of settlement and memorandum of agreement (attached as Schedules 1, 2, 3, 4) in respect of the job evaluation matters referenced above re Class Codes 0680 (Bilingual Client Services Clerk), C0781 (Client Services Representative – Bilingual) and C1089 (Caseworker Bilingual) and in respect of an adjusted job evaluation for the Class Code C1073 (Court Reporter/Clerk – POA Bilingual).
4. Within 30 days of the approval and acceptance of the Minutes of Settlement by Municipal Council, the Corporation shall pay to all employees who worked in any of the following classifications between May 30, 2019 and May 26, 2021, a retroactive bilingual stipend of \$0.55 for each hour during this time frame that they were paid the applicable collective agreement straight time rate for these classifications. The Corporation will report to Local 101 with regard to the amount of retroactive payments at the time of the payment thereof.
  - i. Bilingual Client Services Clerk (C0680); and
  - ii. Caseworker Bilingual (C1089)
5. Within 30 days of the approval and acceptance of the Minutes of Settlement by Municipal Council, the Corporation shall pay to all employees who worked in any of the following classifications between January 1, 2021 and May 26, 2021, a retroactive bilingual stipend of \$0.55 for each hour during this time frame that they

were paid the applicable collective agreement straight time rate for these classifications. The Corporation will report to Local 101 with regard to the amount of retroactive payments at the time of the payment thereof.

- i. Client Services Representative -- Bilingual (C0781);
- ii. Court Reporter/Clerk – POA Bilingual (C1073); and
- iii. Customer Support Associate (C0777).

- 6. These Minutes of Settlement constitute the entire agreement between the parties with respect to the matters addressed herein and there are no representations, oral, written or otherwise, upon which either party is relying in entering into this agreement.
- 7. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein.
- 8. Final acceptance of these Minutes of Settlement (with attachments) is subject to a majority vote in the affirmative by the Municipal Council of The Corporation of the City of London. If the Council does not vote in the affirmative by May 26, 2021, the Minutes of Settlement and all attachments hereto shall be deemed null and void for all purposes.

SIGNED AT LONDON, ONTARIO THIS \_\_\_\_\_ OF \_\_\_\_\_, 2021.

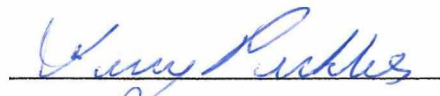


FOR THE CORPORATION

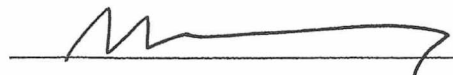


FOR THE UNION

April 20, 2021



Witness



Witness

M. KLUG

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF LONDON**  
**("Corporation")**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101**  
**("Union")**

**Re: Bilingual Stipend**

The Union and the Corporation do hereby agree as follows:

1. A bilingual job is a job the Corporation identifies as being a bilingual job and in which the job description requires an incumbent to use both official languages in the performance of their duties. Currently, the bilingual jobs under this collective agreement are:
  - i. Bilingual Client Services Clerk (C0680);
  - ii. Client Services Representative - Bilingual (C0781);
  - iii. Caseworker Bilingual (C1089);
  - iv. Court Reporter/Clerk – POA Bilingual (C1073);
  - v. Customer Support Associate – Bilingual (C0777).
2. Commencing on May 26, 2021, employees who occupy a bilingual job on a temporary or permanent basis shall receive a \$0.55/hour bilingual stipend for any regular hours worked or paid. The hourly bilingual stipend will be paid bi-weekly.
3. The \$0.55 hourly bilingual stipend shall not apply to any overtime worked.
4. The \$0.55 hourly bilingual stipend shall not be paid to an employee while they are on an unpaid leave of absence, but shall be paid during paid leaves of absence, including vacation and sick leave.

5. The Corporation and the Union agree that the \$0.55 hourly bilingual stipend represents the total compensation for the required use of both official languages in the performance of a job.
6. Notwithstanding paragraph 5 above, the parties hereto confirm their understanding that the amounts paid as bilingual stipends referenced herein comprise "contributory earnings" for the purposes of OMERS and as such the Corporation will treat them as such, in the absence of a determination by OMERS either under the current or amended OMERS plan that these amounts are not contributory earnings for the purposes of the OMERS plan.
7. The Corporation and the Union agree that the fact that an employee is required to use both official languages in their job shall not receive any consideration on any of the ten (10) sub-factors in the Gender-Neutral Job Evaluation Manual. Hence, where the only difference between a bilingual job and a unilingual job is the requirement to use both official languages, the jobs shall be rated equally.
8. However, if a bilingual job has identifiable differences in the required qualifications, job duties or working conditions (other than the requirement to use both official languages in the job) compared to its unilingual counterpart, this agreement does not prevent the Joint Job Evaluation Committee or the Joint Job Evaluation Dispute Resolution Committee from taking into account these differences when evaluating a bilingual job in accordance with the Gender-Neutral Job Evaluation Manual.

Examples of differences in job requirements that would continue to be evaluated by the JJEC or JJEDRC are outlined below:

- a. if the Corporation's job description requires an employee in a bilingual job to hold an undergraduate degree in French and the unilingual comparator job does not require an undergraduate degree in English, the bilingual job may be rated differently and receive the same consideration for the degree as any other job required to hold an undergraduate degree that was not in French;
- b. should the employee in a bilingual job be required to meet with administrative personnel or community leaders in the Franco-Ontarian community, the employee would receive the same consideration as any other employee required to deal with community leaders at a similar level in the non-Franco-Ontarian community
- c. should the employee in a bilingual job be required to travel in order to deal with French speakers within the community, the employee

would receive the same consideration for travel as any other employee required to travel in a similar manner by their job.

This agreement was ratified on the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the Parties.

FOR THE UNION  
CORPORATION



Adam Brightling

President C.U.P.E. Local 101

April 20, 2021

FOR THE

\_\_\_\_\_  
Michael Goldrup

Director, People Services

WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the Joint Job Evaluation Committee ("JJEC") advised on April 23, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the incumbent submission for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the matter was referred to the Joint Job Evaluation Dispute Resolution Committee ("JJEDRC") on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision on the submission regarding the sub-factor Contacts for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 2-19);

NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

1. Job Evaluation matter HR 2-19 (Bilingual Client Services Clerk (C0680)) is fully and finally resolved without prejudice to any other matter between the parties.
2. In respect of Job Evaluation matter HR 2-19, the Contacts sub factor for the Bilingual Client Services Clerk job (C0680) shall receive a rating of two (2).
3. The parties agree that the Bilingual Client Services Clerk job (C0680) rating attached at Appendix A hereto concludes the job evaluation at issue in Job Evaluation matter HR 2-19.
4. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein.

SIGNED AT LONDON, ONTARIO THIS \_\_\_\_\_ OF \_\_\_\_\_, 2021.

Mise Goldring

FOR THE CORPORATION

Con Kyf

FOR THE UNION

April 20, 2021

Suzanne Puckler

Witness

M. Klug

Witness

M. KLUG



# Joint Job Evaluation

*LB*

Appendix "A"

Date last reviewed

2005-12-06

Service area <b>Housing, Social Services &amp; Deerness Home</b>	Division/Section <b>Housing</b>
Members voting	Date <b>2019-04-23</b>
Job <b>Bilingual Client Services Clerk</b>	Class code <b>C0680</b>

	Existing		New		Notes	Marked	Score
	Degrees	Posts	Degrees	Posts			
Complexity (10)			2	20			
Judgement (9)			2	18			
Education (12)			5	60			
Experience (12)			3	36			
Result of Errors (12)			3	36			
Contacts (11)			2	22	Settled at Arbitration April 2021.		
Supervision (8)			1	8			
Physical Effort (9)			3	27			
Mental/Sensory Effort (9)			3	27			
Disagreeable Conditions (8)			4	32			

Total Existing points =		286 = Total New Points
Level of Existing Position =		6 = Level of New Position



WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the JJEC advised on April 23, 2019 that it was unable to reach a majority decision on the sub-factor Contacts after management requested reconsideration of the JJEC's January 17, 2019 decision regarding the new job description submitted for the Client Services Representative - Bilingual (C0781) job;

AND WHEREAS the matter was referred to the JJEDRC on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision regarding the submission on the sub-factor Contacts for the Client Services Representative- Bilingual (C0781) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 1-19);

AND WHEREAS the parties wish to fully and finally resolve all matters between them relating to the job evaluation of the Client Services Representative - Bilingual job (C0781);

NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

- 1. Job Evaluation matter HR 1-19 (Client Services Representative - Bilingual (C0781)) is fully and finally resolved without prejudice to any other matter between the parties. ✓
- 2. In respect of Job Evaluation matter HR 1-19, the Contacts sub factor for the Client Services Representative - Bilingual job (C0781) shall receive a rating of three (3). ✓
- 3. The parties agree that the Client Services Representative Bilingual job (C0781) rating attached at Appendix A hereto concludes the job evaluation at issue in Job Evaluation matter HR 1-19. ✓

4. The parties acknowledge and agree that the Client Services Representative- Bilingual job (C0781) shall proceed to the 6-12 month review as provided for under Part A, article 8 of the CUPE 101 Gender Neutral Job Evaluation Manual. For Clarity, the Letter of Understanding re: Bilingual Stipend will apply to these 6-12 months reviews, including but not limited to paragraphs 7 and 8. ✓
5. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein. ✓

SIGNED AT LONDON, ONTARIO THIS \_\_\_\_\_ OF \_\_\_\_\_, 2020.

*Rose Goldring*  
FOR THE CORPORATION

*Larry Puckler*  
Witness

*Alan Byrd*  
FOR THE UNION

*[Signature]*  
Witness  
M-KLUS

April 20, 2021



# Joint Job Evaluation

*AS* Appendix "A"

Service area: <b>Housing, Social Services and Deerness Home</b>		Division: <b>Social Services</b>	Date last reviewed: <b>April 23, 2019</b>
Members voting			
Job: <b>Client Services Representative-Bilingual</b>			Class code: <b>C0781</b>

	Existing		New		Notes	Moved	Secur- ded
	Degree	Points	Degree	Points			
Complexity (10)			3	30			
Judgement (9)			3	27			
Education (12)			5	60			
Experience (12)			3	36			
Result of Errors (12)			2	24			
Contacts (11)			3	33	Settled at Arbitration April 2021.		
Supervision (8)			1	8			
Physical Effort (9)			3	27	light/long		
Mental/ Sensory Effort (9)			3	27	frequent/intermediate		
Disagreeable Conditions (8)			4	32	major/frequent		
<b>Total Existing points = Level of Existing Position =</b>				<b>304</b>	<b>= Total New Points = Level of New Position</b>		
				<b>7</b>			

WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the JJEC advised on September 17, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the job evaluation submission for the new job of Caseworker, Bilingual (C1089) job;

AND WHEREAS this issue was referred to the JJEDRC;

AND WHEREAS the employee filed a request for reconsideration on September 27, 2019 requesting the following sub factors be reconsidered: complexity, contacts, supervision and mental/sensory;

AND WHEREAS the referral to the JJEDRC and reconsideration for the Caseworker, Bilingual (C1089) job were held in abeyance;

AND WHEREAS the parties wish to fully and finally resolve the referral of the sub-factor Contacts to the JJEDRC for the Caseworker Bilingual (C1089) job;

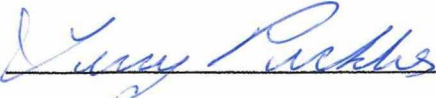
NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

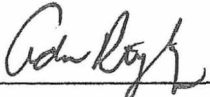
1. With this, the September 2019 evaluation of this job, as a new job, is concluded in accordance with Appendix A attached hereto.
2. In respect of the referral of the sub-factor Contacts to the JJEDRC, the Contacts sub factor for the Caseworker Bilingual (C1089) job shall receive a rating of four (4).
3. The employee's request for reconsideration will be addressed in accordance with the CUPE 101 Gender Neutral Job Evaluation Manual. For clarity, the Letter of Understanding re: Bilingual Stipend will apply to the request for reconsideration, including but not limited to paragraphs 7 and 8.

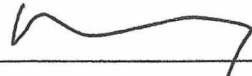
4. The parties acknowledge and agree that the Caseworker Bilingual job (C1089) is new and shall proceed to the 6-12 month review as provided for under Part A, article 8 of the Gender Neutral Job Evaluation Manual. For Clarity, the Letter of Understanding re: Bilingual Stipend will apply to these 6-12 months reviews, including but not limited to paragraphs 7 and 8.
  
5. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein.

SIGNED AT LONDON, ONTARIO THIS \_\_\_\_\_ OF \_\_\_\_\_, 2020.

  
\_\_\_\_\_  
FOR THE CORPORATION

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
FOR THE UNION

  
\_\_\_\_\_  
Witness  
M. KLOG

APR: 1 20, 2021



# Joint Job Evaluation

AS

## Appendix "A"

Service area <b>Housing, Social Services and Deerness Home</b>		Division <b>Social Services</b>	Date last reviewed <b>September 17, 2019</b>
Members voting		Date <b>September 17, 2019</b>	
Job: <b>Caseworker - Bilingual</b>		Class code <b>C1089</b>	

	Existing		New		Notes	Moved	Seco- ded
	Degree	Points	Degree	Points			
Complexity (10)			3	30			
Judgement (9)			5	45			
Education (12)			6	72			
Experience (12)			4	48			
Result of Errors (12)			3	36			
Contacts (11)			4	44	Agreed to at Arbitration April 2021.		
Supervision (8)			1	8			
Physical Effort (9)			3	27	light/intermediate and light/long		
Mental/ Sensory Effort (9)			4	36	frequent/long		
Disagreeable Conditions (8)			4	32	major/frequent		

Total Existing points =		378	= Total New Points
Level of Existing Position =		10	= Level of New Position

MEMORANDUM OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")


WHEREAS in April 2021, the parties agreed to adjust the Contacts rating of the Court Reporter/Clerk POA Bilingual job (C1073);


NOW THEREFORE the parties hereby agree:

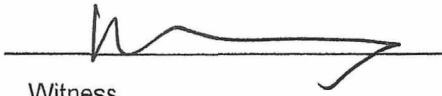
- 1. The parties agree to the Court Reporter/Clerk – POA Bilingual job (C1073) rating attached at Appendix A.

SIGNED AT LONDON, ONTARIO THIS \_\_\_\_\_ OF \_\_\_\_\_, 2020.

  
 \_\_\_\_\_  
 FOR THE CORPORATION

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 FOR THE UNION  
 April 20, 2021

  
 \_\_\_\_\_  
 Witness  
 M. KLUG



# Joint Job Evaluation

*ALP*

Appendix "A"

Service area <b>Finance and Corporate Services</b>		Division <b>Courts Administration</b>	Date last reviewed <b>December 6, 2005</b>
Members voting		Date <b>December 6, 2005</b>	
Job: <b>Court Reporter/Clerk-POA - Bilingual</b>		Class code <b>C1073</b>	

	Existing		New		Notes	Moved	Recorded
	Degree	Points	Degree	Points			
Complexity (10)			3	30			
Judgement (9)			3	27			
Education (12)			6	72			
Experience (12)			5	60			
Result of Errors (12)			4	48			
Contacts (11)			3	33	Adjusted by agreement of the parties April 2021.		
Supervision (8)			1	8			
Physical Effort (9)			3	27			
Mental/ Sensory Effort (9)			5	45			
Disagreeable Conditions (8)			3	24			

Total Existing points = Level of Existing Position =		374	= Total New Points = Level of New Position
		10	



WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the Joint Job Evaluation Committee ("JJEC") advised on April 23, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the incumbent submission for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the matter was referred to the Joint Job Evaluation Dispute Resolution Committee ("JJEDRC") on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision on the submission regarding the sub-factor Contacts for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 2-19);

AND WHEREAS the JJEC advised on April 23, 2019 that it was unable to reach a majority decision on sub factor Contacts following the request of management to reconsider the January 17, 2019 decision of the JJEC regarding the new job description submitted for the Client Services Representative - Bilingual (C0781) job;

AND WHEREAS the matter was referred to the JJEDRC on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision regarding the sub-factor Contacts for the Client Services Representative- Bilingual (C0781) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 1-19);

AND WHEREAS the JJEC advised on September 17, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the job evaluation submission for the Caseworker, Bilingual (C1089) job;

AND WHEREAS the employee filed a request for reconsideration on September 27, 2019 requesting the following sub factors be reconsidered: complexity, contacts, supervision and mental/sensory;

AND WHEREAS the referral to the JJEDRC and reconsideration for the Caseworker, Bilingual (C1089) have been held in abeyance;

AND WHEREAS the Court Reporter/Clerk – POA Bilingual (C1073) is rated higher in the Contacts subfactor due to the bilingual component and the parties wish to amend the job evaluation rating;

AND WHEREAS the parties wish to fully and finally resolve all matters between them relating to the contacts sub-factor in respect of the above-noted job evaluation matters for the classifications of the Bilingual Client Service Clerk job (C0680), the Client Services Representative - Bilingual job (C0781) and the Caseworker Bilingual (C1089) job;

NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

1. The parties will enter into the Letter of Understanding attached hereto as Appendix 'A'. The Letter of Understanding shall be appended to the 2019-2022 Collective Agreement between the Corporation and the Union and also shall be deemed to form an integral part of these Minutes of Settlement.
2. For clarity, the parties agree that, notwithstanding the JJEC vote to provide a "+ 1 bump" on the degree factor rating under Contacts if a job is identified as a bilingual job (see December 6, 2005 JJEC minutes), bilingual jobs shall not receive credit of an additional +1 degree factor rating under Contacts on account of jobs being identified as bilingual jobs.
3. The parties will enter into the attached minutes of settlement and memorandum of agreement (attached as Schedules 1, 2, 3, 4) in respect of the job evaluation matters referenced above re Class Codes 0680 (Bilingual Client Services Clerk), C0781 (Client Services Representative – Bilingual) and C1089 (Caseworker Bilingual) and in respect of an adjusted job evaluation for the Class Code C1073 (Court Reporter/Clerk – POA Bilingual).
4. Within 30 days of the approval and acceptance of the Minutes of Settlement by Municipal Council, the Corporation shall pay to all employees who worked in any of the following classifications between May 30, 2019 and May 26, 2021, a retroactive bilingual stipend of \$0.55 for each hour during this time frame that they were paid the applicable collective agreement straight time rate for these classifications. The Corporation will report to Local 101 with regard to the amount of retroactive payments at the time of the payment thereof.
  - i. Bilingual Client Services Clerk (C0680); and
  - ii. Caseworker Bilingual (C1089)
5. Within 30 days of the approval and acceptance of the Minutes of Settlement by Municipal Council, the Corporation shall pay to all employees who worked in any of the following classifications between January 1, 2021 and May 26, 2021, a retroactive bilingual stipend of \$0.55 for each hour during this time frame that they

were paid the applicable collective agreement straight time rate for these classifications. The Corporation will report to Local 101 with regard to the amount of retroactive payments at the time of the payment thereof.

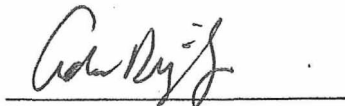
- i. Client Services Representative -- Bilingual (C0781);
- ii. Court Reporter/Clerk – POA Bilingual (C1073); and
- iii. Customer Support Associate (C0777).

- 6. These Minutes of Settlement constitute the entire agreement between the parties with respect to the matters addressed herein and there are no representations, oral, written or otherwise, upon which either party is relying in entering into this agreement.
- 7. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein.
- 8. Final acceptance of these Minutes of Settlement (with attachments) is subject to a majority vote in the affirmative by the Municipal Council of The Corporation of the City of London. If the Council does not vote in the affirmative by May 26, 2021, the Minutes of Settlement and all attachments hereto shall be deemed null and void for all purposes.

SIGNED AT LONDON, ONTARIO THIS \_\_\_\_\_ OF \_\_\_\_\_, 2021.

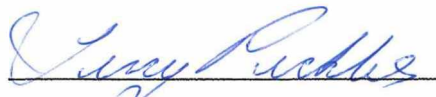


FOR THE CORPORATION

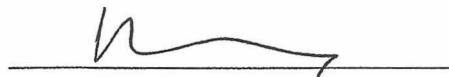


FOR THE UNION

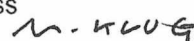
April 20, 2021



Witness



Witness



**From:** Mark Romanoff  
**Sent:** Monday, May 31, 2021 2:57 AM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] Plan Z-9314

Mark Romanoff,  
1786 Hamilton Road,  
N6M1G4

In regards to the Zoning Bylaw Amendment, File Z-9314.  
I reject the change due to, there is enough mixed zoning in the neighbourhood now.  
Plus it would be a shame to change the zoning as it was one of the first properties along  
this stretch of Hamilton Rd. to be created and thus spawning the current zoning.  
I would like to see the property zoning kept as it is, as that will keep as much of the  
original streetscape as possible

On a side note (if allowed).

There appears to be a double standard in regards to the tree protection zone, which I  
reside in.

There have been a large amount of trees cut down on this property.  
So is this the norm, some can but other cannot?

Mark and family.

From: BARRIE EVANS  
Sent: Friday, May 28, 2021 2:58 PM  
To: Maton, Catherine <[cmaton@london.ca](mailto:cmaton@london.ca)>  
Subject: [EXTERNAL] File: OZ-9157 435-451 Ridout St N ZBA Application

We are deeply concerned with the dominating nature of this development proposal. It would loom over and dwarf the Ridout Street Complex, one of London's few National Historic Sites. It would dominate the sightlines and public space associated with Harris Park and the Forks of the Thames, the historic heart of our City. The large addition built by John Labatt Limited as part of the original restoration was and is sympathetic to the historic streetscape. This proposed development is anything but sympathetic. We urge City Councillors to reject the Official Plan and zoning by-law amendment application.

Marion and Barrie Evans  
332 St. George St.  
London, ON N6A 3B2

**From:** Jill Jacobson

**Sent:** Friday, May 28, 2021 1:49 AM

**To:** PEC <[pec@london.ca](mailto:pec@london.ca)>; City of London, Mayor <[mayor@london.ca](mailto:mayor@london.ca)>; Kayabaga, Arielle <[akayabaga@london.ca](mailto:akayabaga@london.ca)>

**Subject:** [EXTERNAL] OBJECTION to Mr. Farhi's 40-storey building

Dear Councillors and Mayor Holder:

I was both saddened and horrified to learn that Mr. Farhi is attempting to build a 40-storey building along the Thames River. The building will radically impact the look and feel of the entire neighbourhood from all directions, affect the wildlife, change the peacefulness of a walk along the river, as well as impact concerts and other events in Harris Park. It will ruin London for generations to come.

I am not opposed to big buildings, but it is imperative the impact of a building be measured against the harm to those who live in, and regularly use the area, as well as how well the building fits with its surroundings. I am currently a victim of what I consider an unnecessary large building on Richmond St. near Dufferin. Since I moved to John Street over a year ago, the view from my kitchen has radically changed from sky, trees and a few rooftops to a monolithic apartment building. I also see the building every time I walk down Richmond Street. It is jolting to the senses as it does not fit the historic neighbourhood at all. The same will be true of Mr. Farhi's proposed building as it will dwarf everything around it. I lived in the Blackfriars neighbourhood for 28 years and like many Londoners regularly walked along the river, crossed over the Dundas Bridge on route to the market and the rest of downtown. Sadly, I can easily imagine how horrible it will be to take that same walk and have a mammoth 40-storey building blocking the view, and destroying the ambience of the historic neighbourhood. It is truly a heartless move to approve this proposal.

As well, Mr. Farhi and other builders in London know it is likely the approval of one 40-storey building on the river will set the precedent for more of the same in the future. Please stop the carnage while you can.

Thank you,

Jill Jacobson  
189 John Street  
London, ON N6A 1N9

**From:** Bevan Lindsay  
**Sent:** Wednesday, May 19, 2021 1:02 PM  
**To:** ppmclerks <[ppmclerks@london.ca](mailto:ppmclerks@london.ca)>  
**Cc:** Ben Farhi; Alex Farrell; ANN BASSNETT; Kayabaga, Arielle <[akayabaga@london.ca](mailto:akayabaga@london.ca)>  
**Subject:** [EXTERNAL] May 31 Public Meeting, concerning 435-451 Ridout St., N.,

Planers:

I personally think the small historical area from the OLD Courthouse building to Eldon House should remain low rise, as it is now. This helps remind people of the accessibility of all the Thames Valley Parkway trails and parks.

Mr. Farhi's building appears to be a good design, just at the wrong location.

Farhi Holdings has many more suitable properties for this building. These include the former London Free Press Building site, the old Library and Wright Lithographing building. Alternatively the company could work with the city to establish a parking garage, apartment complex as earlier proposed by the city.

Farhi Holdings could also negotiate property swaps with other parking lot owners to assemble a large enough footprint for the proposed highrise.

The building YES but at 435-451 Ridout St.,N. , NO.

Bevan Lindsay  
N6A 0A2

**From:** Marlyn Loft

**Sent:** Thursday, May 27, 2021 6:51 PM

**To:** PEC <[pec@london.ca](mailto:pec@london.ca)>

**Subject:** [EXTERNAL] File: OZ-9157 435-451 Ridout St N ZBA Application

I am deeply concerned with the dominating nature of this development proposal. It would loom over and dwarf the Ridout Street Complex, one of London's few National Historic Sites as well as historic Eldon House. It would dominate the sightlines and public space associated with Harris Park and the Forks of the Thames, the historic heart of our City. The large addition built by John Labatt Limited as part of the original restoration was and is sympathetic to the historic streetscape. This proposed development is not sympathetic and does not support planning guidelines. There are other vacant downtown spaces suitable for this proposal.

I urge City Councillors to reject the Official Plan and zoning by-law amendment application.

Respectfully,  
Marlyn Loft  
784 Wellington St.



**From:** L Pistor

**Sent:** Thursday, May 27, 2021 10:07 PM

**To:** Maton, Catherine <[cmaton@london.ca](mailto:cmaton@london.ca)>

**Subject:** [EXTERNAL] OZ-9157 - 435-451 Ridout Street North

I am deeply concerned with the dominating nature of this development proposal. It would loom over and dwarf the Ridout Street Complex, one of London's few National Historic Sites. It would dominate the sightlines and public space associated with Harris Park and the Forks of the Thames, the historic heart of our City. The large addition built by John Labatt Limited as part of the original restoration was and is sympathetic to the historic streetscape. This proposed development is anything but sympathetic. I urge City Councillors to reject the Official Plan and zoning by-law amendment application.

**I do not want to see from Harris Park that I frequent on my bike with family a towering building. There are many other opportunities for these large residential buildings to boost our lovely downtown to rejuvenate them. Let's keep the buildings on the waters edge to be in keeping with the architecture and no more than 4 stories high!!!**

**LET's get this right !!!!**

Linda Pistor

**From:** Shannon Rodrigues  
**Sent:** Monday, May 31, 2021 8:45 PM  
**To:** PEC <pec@london.ca>  
**Subject:** [EXTERNAL] RE: Farhi Holdings Ridout St N application

To the Planning and Environmental Committee,

I am Shannon Rodrigues and I live in direct line of sight to this plot of land that Farhi wishes to rezone.

I urge you to reject this request for various reasons. Some personal to those who live in the area and other for the city at large.

I; and the many residents in the 20 story high-rises in the area, have enjoyed the scenery and forestry that makes up the "Forest City" from our balconies. However, because we enjoy this view, we also pay a premium in our monthly living expenses. Because of the beauty of the city, we have no problem paying this. However, should Farhi get approval to place this building at Ridoit and Queens, many of your current downtown residents will lose the view they currently pay for. As we are contracted into our leases, our rent will not decrease accordingly to this environmental adjustment. Thereby, we are paying to look at a Farhi building and not the City of London. Furthermore, the building is unnecessary for the downtown area. There is both 'One Richmond Row' on Richmond and the 'TriCar' building on York street that are currently in development. An additional high rise is not necessary, when these two high rises are already in construction and largely vacant due to the unaffordable monthly price. By approving this you are not only adding an additional unaffordable high rise to the area but also adding to the large collection of buildings owned by Farhi Holdings in our downtown core. A collection of buildings that sit mostly vacant and unmaintained.

The beauty of London is it's landscape. The greenery, the parks, and the Thames River. London is not a concrete jungle. The planning committee and all members of city hall, should know and understand that this is the selling point of the city.

The believed reasoning behind all the expensive high rises going up in the city, is to accommodate the Torontonians moving to the city. However, they are moving here for our lower living costs, and open spaces. By allowing these buildings to go up; Farhi Holdings building on Ridout St N included, you are increasing our living costs, and shrinking our open spaces.

The obvious forecast for this development is that as these poor developmental decisions are made, the living cost of the city will continue to rise beyond what it already is, and the open spaces and beauty of the Forest City will decrease and the reason many of the Torontonians and Londoners live in this city will evaporate. As members of the planning committee, you can see what this would ultimately lead to. Why would people stay in London and commute to Toronto when they can live in Toronto for the same price, the same environment and less commute time. This would result in massive amounts of high priced apartments and condos being vacated and staying vacant. This would hurt the economical structure of the city in a massive way. And we will be left with a market crash, a lack of beautiful landscape that made our city the what it is, and large looming vacant high rises that will not be maintained due to the lack of rental income.

As an example of this last statement, I recommend a visit to our downtown core and look at the various Farhi owned buildings that stand vacant and rundown due to lack of tenancy/business.

Farhi is trying to profit on this current trend by ultimately hurting the city, and vhe various landholdings in the area; why would we pay the premium prices for a view that no longer exists?

As well as the heritage areas nearby. I read many individuals responses to this situation, the destruction of wild life from the development of this building as well as the shadow this building would create should be the first indicator that it should not be

approved. Adding the fact that the area is a flood land - thus resulting in high risk of water damage on the building (which would cause a quicker decline in the appearance and structural integrity of the building), the area is a heritage site and building such a large, ominous, eyesore of a building by these beautiful and quaint heritage sites will devalue the entire area. Rather than looking beautiful and historical, the buildings will look rundown and sad in comparison to the modern tower that would be looming over them.

I and many of the citizens of London urge you to reject this proposal. We want London to stay London, and keep our open spaces and heritage sites as they are.

Sincerely,  
Shannon Rodrigues

**From:** Tyler Smith

**Sent:** Monday, May 31, 2021 2:49 PM

**To:** Maton, Catherine <[cmaton@london.ca](mailto:cmaton@london.ca)>

**Subject:** [EXTERNAL] Opposition to OZ-9157 (40-storey building at 435, 441 and 451 Rideout Street North)

Good afternoon Ms. Maton,

I am writing to voice my opposition to Mr. Fahri's plan to build a 40 storey building at 435, 441 and 451 Rideout Street North.

These are heritage buildings that not only serve aesthetic purposes but actually connect to the history of local business and industry in our city. To build at this location would be extremely close to Eldon House which is also historically significant. I am aware that these buildings are not set to be demolished but the building Mr. Fahri is proposing makes virtually no effort to incorporate the new buildings in a way that compliments and respects the existing design. They would be obscured completely.

There is no attempt here to balance density on the impact on heritage buildings. In order to build here, Council would have to approve of a building that's 10 times taller than what the zoning currently allows. It was zoned this way for a reason and Mr. Fahri has not made a case why he deserves an exemption to the zoning in order to build this building at this location.

There are dozens, if not hundreds, of vacant Fahri buildings or surface parking lots within the downtown core that would be more appropriate for a proposal of this nature.

We should encourage people to live downtown and provide more housing, but we also have to ensure that downtown remains a place that people would want to live.

I strongly urge Council rejects this proposal.

Thank you,  
Tyler Smith

**From:** Noelle Tangredi  
**Sent:** Monday, May 31, 2021 2:05 PM  
**To:** PEC <[pec@london.ca](mailto:pec@london.ca)>  
**Subject:** [EXTERNAL] Proposal of Tower behind Banker's Row

Dear Planning Committee Members

Farhi is proposing a 40 story tower directly behind Banker's Row-- a remarkably beautiful and intact streetscape from the oldest part of our city. On this same stretch is the forks of the Thames (where the city was founded), the old Courthouse (one of the most recognizable heritage features in London), Museum London, Eldon House (London's oldest home) and Harris Park (named in Honour of the Harris Family of Eldon House). These are all public spaces that define our heritage and the beautiful riverfront of our downtown. Does a 40 story private residence tower fit this pattern? Absolutely not.

Council, please, please do not allow this tower to go ahead in the location presented by Farhi. I am very much in favour of towers downtown, but in locations that do not take away from our riverfront and heritage streetscapes. Please encourage building on surface parking lots, of which there are many!

Noelle Tangredi  
Colborne Street  
London, ON

**From:** Oliver Whitehead  
**Sent:** Friday, May 28, 2021 2:50 PM  
**To:** PEC <[pec@london.ca](mailto:pec@london.ca)>  
**Cc:** Turner, Stephen <[sturner@london.ca](mailto:sturner@london.ca)>  
**Subject:** [EXTERNAL] File: OZ-9157 435-451 Ridout St N ZBA Application

Please include the following submission in the agenda for the forthcoming meeting (May 31) that goes to Planning Cttee members.

To the members of the Planning and Environment Committee:

The proposed site is a highly sensitive area of the city, right on the edge of one of its most valuable green spaces, Harris Park, and also immediately adjacent to the Ridout buildings designated as a Canadian Historic Site.

I'm no engineer, but it does seem obvious that the footprint of the site itself is highly dubious as the base of the proposed structure. At the very least, it would drastically alter the geography of this whole area.

More troublingly, a towering, 40-storey structure on this spot would detract from the value of both Harris Park and the Ridout Historic Site by dwarfing and degrading their appearance and effect. Indeed, long-term it would certainly threaten the slow deterioration and ultimate extinction of these irreplaceable buildings.

We have seen what happens when the city government allows developers free rein to exploit downtown properties (the demolition of the Talbot St block and the destruction of the beautiful Camden Terrace, among other examples). Let's not allow history to repeat itself--again.

I urge all members of the Planning and Environment Committee to roundly reject this proposal, and to throw their support behind developments on more appropriate sites, many of which are already under way.

Yours Sincerely,

Oliver Whitehead,  
23 Cathcart St, London, ON, N6C 3L5

June 7, 2021

To the Mayor and Members of City Council

Re: File OZ-9157 – Planning Application for 435-451 Ridout St. N., including 40-storey mixed-use building

I am writing to you regarding the Notice of Planning Application by Farhi Holdings Corporation for 435-451 Ridout St. N. I hope the city will turn down this proposal for the following reasons:

- While design appeal is subjective, I believe the proposed 40-storey highrise is not in keeping with the style of the current heritage buildings, a National Historic site. The Ridout Restoration provides a capsule view of the appearance of mid-nineteenth century Ontario cities. It cannot continue to do so with an unsympathetic contemporary development behind.
- Besides the Ridout Restoration, this part of Ridout Street contains: Eldon House, London's oldest house; Museum London, the city's best known gallery; the Old Courthouse, the city's oldest building. Together, the streetscape constitutes the heart of London, of interest to tourists. A skyscraper will overwhelm and diminish the other structures, making this area look less like London, Ontario and more like the bland modernity found everywhere.
- The proposed tower sets a precedent for more towers to be built along the Thames downtown. When highrises crowd the waterfront, they detract from the ambiance of the river forks, Harris Park, walking paths, and river view.
- There is other available space downtown on which to build, including space already owned by Farhi Holdings. The tower should be built on one of those spaces, not a site where there are already heritage buildings. While the city cannot *force* developers to build on certain spaces, the city can certainly tell developers where *not* to build.

I urge the city to turn down the Farhi Landholdings proposal.

Sincerely,

Jennifer Grainger

Copy: [jbunn@london.ca](mailto:jbunn@london.ca), Chair of LACH through Jerri Bunn, LACH Committee Secretary.

**From:** Christine Kelsey  
**Sent:** Tuesday, June 8, 2021 9:41 AM  
**To:** Kayabaga, Arielle <[akayabaga@london.ca](mailto:akayabaga@london.ca)>  
**Subject:** [EXTERNAL] Bankers Row proposed building concern

Hello Arielle,

I live in the Blackfriars district and fully support the Council's intent to increase housing units in the core.

**However, I do not support the proposed building of the Ridout Street Tower.**

This building would for all our lifetimes dominate the area around the Forks. There was minimal public input into the plan, due to the disruptions of all our lives over the past year. It is a very significant decision to be made, and I do not believe you have been given all of the necessary perspectives.

I support the request to delay this Council vote until there has been time for sufficient public input.

Thank you,  
Christine Kelsey  
6 Saint Patrick Street  
London



Mayor Ed Holder and Members of City Council  
City of London  
300 Dufferin Ave  
7<sup>th</sup> 2021  
London ON

Monday June

RE: File OZ 9157 Application for zoning amendments on Ridout Street

### **Preamble to the London Plan**

**“The plan sets out to conserve our cultural heritage and protect our environmental areas, hazard lands, and natural resources”.**

Dear Mayor Holder and Members of Council.

This letter comes in the middle of a very sad time for London and for our Muslim Community in particular, and one hesitates to move forward with ordinary business, but unfortunately the affairs of the Civic body still need to be addressed.

I have already written to Planning Committee about this development proposal and I spoke briefly at the Public Meeting held May 31<sup>st</sup>. I have been thinking about it a lot since the meeting and want to share my thoughts with you all. I was, at the outset, disturbed by the lack of real and timely consultation with the public over what must be one of the most controversial locations for a building in London.

The Public Participation meeting held May 31<sup>st</sup> was frustrating and unfair to the public. We were told at the beginning of the meeting that this development proposal had been in the works for YEARS! But no public meeting was offered till the very end of the process.

On top of that, the public was given no further opportunity to digest what Staff presented at the PEC meeting order to be able to question their assumptions, and the vote was taken right there and then.

The staff presentation, **as I was able to access it that night**, lacked several components, there was no LACH report included, nor was there a Heritage Impact statement included. A shadow study was mentioned but was not included. It was said the UTRCA had given approval “with conditions” but those conditions were not laid out for the public, so how we do know if the natural areas and flood plain issues are being properly addressed? We had to search for that information following the meeting. Councillors obviously had these complete studies to read for some time, but without being able to access them easily that night the public was not well equipped to ask questions. Indeed when a question was asked by a member of the public that received no clear answer, there was no chance to follow up, and this seemed most unsatisfactory to me.

Future development proposals in the historic core should be handled with more regard to real public participation.

I am still not certain that I have a complete understanding of what the City Planning Staff has recommended and what they have ignored. It seems to me that the requirements of the Downtown Heritage Conservation District Plan have not been stringently applied, nor could I find a reference to a Wind Study as mandated by the London Plan 803.4 and there are several other areas where the pertinent planning clauses do not seem to have been applied. I hope I am wrong about this.

I do see now that at least a Hold Zone has been recommended by Planning Staff, and hope that if this project does get the green light, that the strictest application of the Hold Zone requirements will be made.

A 40 storey tower looming over Harris Park, that dwarfs the historic buildings at its base and threatens to over shadow the glory of the Eldon House gardens, is to my mind, bad City planning.

Just because the historic buildings are not being demolished does not make this a non-heritage issue. The heritage in this area goes beyond the mere buildings to include the cultural landscape of Harris Park, Ridout Street and Eldon House, as well as stretching southwards to include the Old Courthouse and Gaol.

Just because the developer is offering an access point to Harris Park and is donating 0.49 hectares of land does not mean we have to accept the negative impact that such a tall building will have on the character of the riverside and Harris Park itself.

Just because the developer is offering to include some affordable housing units, does not mean this development will help London's affordable housing crisis. 80% of market value rent at even a modestly estimated \$2,000 per month would mean a unit would cost at least \$1,600. Well beyond the reach of the many Londoners who need a place costing \$1000.00 per month.

Just because the London Plan encourages intensification downtown does not mean we have to accept every application. The Bankers Row site already underwent an adaptive re-use project in the 1980s and the large addition built by Labatts really maximized the intensity that the site could take, in my opinion, and it did so stylishly and thoughtfully.

In the London Plan, dated 2016, clause 794 states... "We will connect strongly to our birthplace, at the Forks of the Thames, where we will create beautifully landscaped "people places" that Londoners will gravitate toward. And, we will cherish our heritage streetscapes that tell the story of our past, and create a unique and enriching setting that will give our core a strong sense of place and identity".

Does this proposal cherish our streetscapes? Or does it cynically take advantage of a site easily marketed for its stunning views at the expense of ruining a historic cultural landscape forever? Is this creating an enriching setting? I personally think not.

None of the Bankers Row historic buildings appear to be physically threatened as of now, but what guarantee does the City have that they will be properly maintained for the long-term future? There are already reports of a recent fire in one of these precious historic structures. I hope and trust there will be a written guarantee put in place to ensure their future well-being.

No one is arguing that we should not have towers in or near the downtown core, but it is critical to the ambiance that has been created in recent years **by the City itself at no small expense**, that two areas receive extra protection from enormous towers. Certain parts of the historic Forks area should remain free of high rise development, and the gem that is Victoria Park should also be protected from enormous overshadowing towers. **Much** public consultation has taken place over the Victoria Park secondary plan and it is a better document as a result. The Forks location deserves no less respect; even though the current development proposal comes from a private developer, the City surely has a say in how that area is developed.

The New Tricar tower on York Street is a case in point. As far as I know, that building went ahead with little or no objection from the wider community **because it is in the right place**, and in fact helps to frame the Forks of the Thames at one end, with the Harriston and the Blackfriars at the other.

The proposed Ridout tower would be much better placed one block further back, on Queens Avenue next to the new Court House, where it would be easier to build, where its impact would be lessened, and where it would have far more of a modern urban context. I found out yesterday that Farhi Holdings owns that lot!

I am personally asking you deny this application, because I believe it will ruin the historic character of the Forks district. It would be an example of bad City planning, with negative impacts on the natural environment of Harris Park and the historic buildings of Bankers Row- a highly valued National Historic Site

Thank you for the time you are taking to consider all the various points of view.

Yours sincerely

Susan Bentley  
34, Mayfair Drive London N6A 2M6

**From:** Frances Keogh

**Sent:** Thursday, June 10, 2021 2:49 PM

**To:** Development Services <[DevelopmentServices@london.ca](mailto:DevelopmentServices@london.ca)>

**Subject:** [EXTERNAL] Farhi proposed Development at 435-452 Ridout St

I am not sure if this is the correct address to convey my objection to this development. It is monstrous in size and will destroy the area. I am in agreement with development but this is excessive in the heritage district of Bankers Row.

Frances

**Subject:** [EXTERNAL] Re: Proposed High-rise on Riverfront Parkland (OZ-9157) & Surface Parking Lots (TZ-9327)

Dear City Council

In advance of the important Council discussion and vote on the proposed Ridout Street North high-rise project I am writing a follow-up to my previous message to members of the Planning and Environment Committee (see below).

I and many other London city-builders have been deeply disappointed and frustrated by recent decisions to continue protecting surface parking lots over riverfront parkland floodplain. Despite all the talk of creating a vibrant city through policies and documents, including the *London Plan*, decisions continue to be made that often do just the opposite by perpetuating the asphalt status quo that has eroded the heart of our city.

Your decisions on Tuesday, June 15th and the Monday, June 21st Planning and Environment Committee — related to yet another [parking lot renewal for 193 Queens Ave](#) — are critical in helping to re-build our post-COVID city for this 21st century. Maintaining undervalued core land for surface parking lots is a wasted opportunity and wasted money.

The *Downtown Parking Strategy* adopted by Council in 2017, like other planning documents or our city, clearly *discourages* temporary surface parking lots and yet too many of you continue to go against these directives by continuing to protect these decades-old shovel-ready sites from the active development we need. A reminder that the applicant also owns the [67,000 sq ft surface lot across the street](#): “This parcel of land can accommodate a mixed-use of commercial and a **500-unit residential tower development, all zoning approved for such use.**” as well as the adjacent [43,000 sq ft lot at 74 Fullarton](#): “This parcel of land can accommodate a mixed-use of commercial and a **450-unit residential tower development, all zoning approved for such use.**”

Incentivize these sites with the legislative and policy tools at your disposal, and help build the vibrant city in which we all want to live and invest. Build a city for the many people who already *want* to be downtown, not those you’ve been trying to entice downtown with heavily subsidized parking. Build a sustainable modern city with open riverfront green-space AND multi-unit infill, and people will come. People will most definitely come.

In anticipation of a bold new chapter in London’s history, I look forward to your inspired voting leadership. If you would like to talk about this issue please don’t hesitate to reach out.

Regards,  
Sandra Miller

Re: File: OZ-9157 435-451 Ridout St N ZBA Application

Dear Mayor and City Councillors:

I am writing in regard to the proposed development near the Forks of the Thames.

As a former London resident and international heritage expert, I have serious reservations about the proposed location of the project and would appreciate your response to the following questions:

1. Has the City of London carried out an EIA (Environmental Impact Assessment) and/ or a HIA (Heritage Impact Assessment)? I ask this for the following reasons:

- a) The proposed project site is within the Downtown London Heritage Conservation District and would overlook Harris Park to the north.
- b) There is a high probability that the project will have a negative visual impact on one of London's most important - and iconic - natural heritage areas - the Forks of the Thames.
- c) There is a high probability that the project will have a negative visual impact on several heritage structures of local/ provincial and national heritage value - Eldon House (Designated) and the Ridout Street Complex (National Historic Site).

2. Has the City of London consulted broadly with local and regional communities?

- a) Have there been well-advertised, accessible meetings for community input before planning approval?
- b) Have all communities and organizations with a potential interest in the project been contacted? Has the Indigenous community, in particular, been contacted?

3. Thinking more broadly, has there been a comprehensive study to determine the best locations for intensification in the downtown core? Are there currently sites available for thoughtful (re)development? (I note the analysis provided by the Downtown London Heritage Conservation District Plan [2012].)

I look forward to your reply - and your assurance that the City of London will act in the best long-term interests of its residents. The area around the Forks of the Thames needs to be treated as a natural heritage landscape, a landscape where the scale of buildings respects the "meeting of the waters."

Respectfully submitted,

Lynne DiStefano

Note: I hereby give consent to circulate my email electronically - or by any other appropriate means.

Lynne D DiStefano, PhD

Adjunct Professor  
Faculty of Architecture  
The University of Hong Kong  
Knowles Building/ Pokfulam Road/ Hong Kong

Faculty Associate  
Willowbank School of Restoration Arts  
Queenston, Ontario L0S 1L0

288 St. James Street  
London, Ontario N6A 1X3

City of London  
300 Dufferin Avenue  
London, Ontario

**RE: Proposal for 40-Storey Building on Ridout St.**

To the Mayor and Members of the London City Council:

I am writing to urge you to reject the application by Fahri Holding Corporation to erect a high rise behind the existing historic buildings at 435-451 Ridout Street North. There seemed to be a conviction among most members of PEC, on May 31, that intensification should occur here at all costs, in keeping with the ideals of *The London Plan*. I am arguing that the cost is much too high, especially since *The London Plan* also advocates the retention of and respect for London's heritage.

The subject buildings at 435-451 Ridout Street are part of a larger group of historic structures along Ridout Street that together represent the founding of London and the formation of the early town. the Court House, designed as the administrative centre for all of Canada (in Gov. Simcoe's initial plans for London as the country's capital), London's first bank at Ridout Street, and the home of one of its earliest and most prominent artists, James Hamilton; a row of fine townhouses that housed a variety of businesses before eventually becoming known as Banker's Row; the home at Ridout St. of the town's most prominent early doctor; and, finally, Eldon House, the oldest standing residence in London, built for John Harris, Treasurer of the London District, and long the centre of the city's social life. While these buildings complement each other in style, they are each architecturally distinctive, illustrating different aspects of late Georgian and Neoclassical form.

Also important is the fact that each of these buildings has an integral relationship with the River immediately below them. Gov. Lieut. Simcoe seized on this site for his new town on maps even before arriving in Canada, because of the convergence of the rivers and the then need for river transportation. His wife chose the site where Eldon House was eventually built as the site for her new home, with its fine, elevated view of the Forks. James Hamilton used his home and other sites along the Thames as the base for wonderful paintings of early London. Ridout became London's main street because the earliest route across the Thames was at Blackfriars Bridge. Meanwhile, from the late nineteenth century on, the landscape below these buildings increasingly became a centre for public enjoyment, early horse races. the Sulphur Spring, picnic grounds, river trails, boat houses, what is now the the world's oldest baseball diamond in continuous use, and, increasingly, a series of well-attended festivals.

Together, and with their riverside setting, these buildings constitute what is undoubtedly London's most important historic complex – one that has been recognized not only by London through designation of the individual structures under Part IV of the Ontario Heritage Act, but also at higher government levels. The Court House and the buildings at 435 to 451 Ridout Street have been designated as National Historic Sites; Eldon House has Provincial recognition. The value of Eldon House and the buildings between 435 and 451 Ridout Street will be greatly diminished in appearance by a towering 40-storey structure that looms over them like a giant playing with toy blocks, whether it has somewhat complementary podium or not, and the connection between the buildings and the river will be broken by the ponderous visual obstacle between them. The Downtown HCD Plan acknowledges the importance of important views and vistas: "Protect the foregrounds, backgrounds and frames of these views and vistas from incongruent elements such as buildings . . . that may impact the setting" (6.2.7).

It is important that the rare complex of early building along Ridout Street, important to the City, the Province, and the Nation, retain their scale, their relationship with each other, and their relationship with the river. We were told at the PEC meeting that Mr. Fahri wanted to make the proposed high rise his legacy. Mr. Fahri's legacy should not come at the cost of the more important legacies of London's founders and of John Labatt Ltd., which undertook the former restoration of the subject buildings. Mr Fahri has shown that he can restore buildings very sensitively at, for example, Idylwyld. Why not display the same sensitivity with these structures, elaborating on the legacies they already represent rather than imposing a new legacy that undermines those bequeathed before?

Thank you for considering this long letter, its length reflecting its complex subject.

Sincerely,

Nancy Tausky



# Civic Works Committee

## Report

The 8th Meeting of the Civic Works Committee  
June 1, 2021

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

ABSENT: Mayor E. Holder

ALSO PRESENT: ALSO PRESENT: A. Pascual and J. Taylor

Remote Attendance: Councillors S. Hillier and S. Lewis; S. Corman, J. Dann, C. MacRae, K. Oudekerk, K. Scherr, J. Stanford, S. Tatavarti, and B. Westlake-Power.

The meeting was called to order at 12:03 PM with Councillor E. Pelozza in the Chair; it being noted that the following Members were in remote attendance: 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, 2.3, 2.4, 2.5, 2.6, and 2.7, BE APPROVED.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.1 4th Report of the Cycling Advisory Committee

Moved by: J. Helmer

Seconded by: M. Cassidy

That the 4th Report of the Cycling Advisory Committee, from its meeting held on May 19, 2021, BE RECEIVED.

**Motion Passed**

#### 2.2 Amendments to the Traffic and Parking By-law

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated June 1, 2021, BE INTRODUCED at the Municipal Council meeting to be held on June 15, 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-C01/T08)

**Motion Passed**

2.3 Contract Award: Tender RFT 21-63 - Hyde Park Road and Sunningdale Road West Roundabout

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 1, 2021, related to the Hyde Park Road and Sunningdale Road West Roundabout project:

- a) the bid submitted by J-AAR Excavating Limited, at its tendered price of \$3,681,287.80, excluding HST, BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of three bids received and meets the City's specifications and requirements in all areas;
- b) MTE Consultants Inc. BE AUTHORIZED to complete the contract administration and construction supervision in accordance with the estimate, on file, at an upset amount of \$184,475.00, excluding HST, and 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 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 for the material to be supplied and the work to be done relating to this project (RFT 21-63); 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-T05)

**Motion Passed**

2.4 Purchase of Rotary Drum Thickener for Greenway Wastewater Treatment Plant

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 1, 2021, related to the supply of a rotary drum thickener for Greenway Wastewater Treatment Plant:

- a) the proposal submitted by JWC Environmental Canada ULC (JWC Environmental) at a price of \$187,060.00, excluding HST, BE ACCEPTED;
- b) the financing for this project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;
- c) the approvals 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; and

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

**Motion Passed**

2.5 White Oak Road Two-Lane Upgrades from Exeter Road to 400 m South - Appointment of Consulting Engineer

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 1, 2021, related to the appointment of a Consulting Engineer for the Detailed Design and Tendering of White Oak Road Two-Lane Upgrades from Exeter Road to 400 m south:

- a) R.V. Anderson Associates Limited BE APPOINTED as the Consulting Engineer to complete the Detailed Design and Tendering Services at an upset amount of \$249,568, excluding HST, in accordance with RFP21-28 and Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this assignment BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2021-T04)

**Motion Passed**

2.6 Appointment of Consulting Engineers for the Infrastructure Renewal Program

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 1, 2021, related to the appointment of consulting engineers for the Infrastructure Renewal Program:

- a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified Infrastructure Renewal Program funded projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy:
  - i) Archibald, Gray & McKay Engineering Ltd. BE APPOINTED as consulting engineers to complete the pre-design, detailed design and construction administration of Assignment A, Hickson Avenue from Ridout Street to Belgrave Avenue and Belgrave Avenue from Hickson Avenue to

Chester Street, in the total amount of \$407,616.00 (including contingency), excluding HST;

ii) J.L. Richards & Associates Limited BE APPOINTED as consulting engineers to complete the pre-design, and construction administration of Assignment C, Churchill Avenue from Spruce Street to Vancouver Street and Manitoba Street from Churchill Avenue to Dundas Street in the total amount of \$354,596.00 (including contingency), excluding HST;

iii) GM Blueplan Engineering Limited BE APPOINTED as consulting engineers to complete the pre-design, detailed design construction administration of Assignment D, Hansuld Street from Second Street to Dale Street and Dale Street from Hansuld Street to Second Street reconstruction, in the total amount of \$352,742.50 (including contingency), excluding HST;

iv) Spriet Associates London Limited BE APPOINTED as consulting engineers to complete the pre-design, detailed design and construction administration of Assignment F, St Julien Street from Major Street to Trafalgar Street, Hume Street from Major Street to Trafalgar Street and Major Street from Hyla Street to St Julien Street reconstruction, in the total amount of \$421,727.90 (including contingency), excluding HST;

b) the financing for this project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T04)

#### **Motion Passed**

#### **2.7 Emergency Repair of Dewatering Centrifuge for Greenway Wastewater Treatment Plant**

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 1, 2021, related to the emergency repair of a centrifuge for the Greenway Wastewater Treatment Plant:

a) the purchase order for emergency centrifuge repair awarded to Flottweg, in accordance with Section 14.2 of the City of London's Procurement of Goods and Services Policy, at a projected total price of \$150,000.00, excluding HST, BE CONFIRMED;

b) the financing for this project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report; and

c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

**Motion Passed**

**3. Scheduled Items**

None

**4. Items for Direction**

None

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

Moved by: J. Helmer

Seconded by: M. Cassidy

That the Civic Works Committee Deferred Matters List as at May 21, 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. Adjournment**

The meeting adjourned at 12:20 PM.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.1 PUBLIC PARTICIPATION MEETING – 349 Southdale Road East (Z-9308/39CD-20501)

- Councillor Squire: Are there any public presentations or does the applicant wish to speak?
- Hi. Good afternoon Mr. Chair. It's, it's Scott Allen from MHBC. I just want to confirm that you can hear me at this point.
- Councillor Squire: Yes, we can hear you loud and clear.
- Scott Allen, MHBC: My apologies. I wasn't sure if I was speaking or not. We are acting on behalf of the applicant and at this time we would like to express our support for the findings and recommendations of the Development Services report prepared by Mr. Meksula. We just wanted to confirm that we agree with the finding that this redevelopment proposal is appropriate to the site, compatible with local development context and supports housing choice in North Longwoods. This finding is also in keeping with the commentary provided in our planning justification report. We'd also like to thank staff for their assistance with this application and with their approval, the applicant intends to proceed with site plan approval and is hoping to initiate site development in the Fall. Thank you for your consideration and I will gladly answer any questions Committee Members may have.
- Councillor Squire: Thank you very much. Questions from Committee for the applicant or for staff? There being none is somebody prepared to move the recommendation? Moved by Councillor Lewis, seconded by Councillor Hillier. Any comments or questions? There being none I will call the vote. Oh, sorry. Oh, I'm sorry, there's another person that wishes to speak. I apologize. I thought that was it. Go ahead.
- Catharine Saunders, City Clerk: Thank you Mr. Chair. Among Omar is here to speak today.
- Councillor Squire: Thank you.
- Among Omar: Good afternoon. How are you today?
- Councillor Squire: I'm very good. Sorry that I skipped over you. That's our fault so go ahead.
- Among Omar: That's okay. That's alright. It's perfectly okay. How are you guys doing today?
- Councillor Squire: I'm good. Go Habs!
- Among Omar: I do appreciate you giving us the opportunity to voice our concerns. I have a couple here. My backyard is to the west, facing to the west, so the property, the vacant lot is right behind my backyard and my first concern is privacy slash safety. Can you hear me?
- Councillor Squire: Yes. I can hear you and I am writing down your questions.
- Among Omar: Ok. I babysit my grandchildren, both of them under the age of six and most of the time I just let them play in the back yard unattended so I'm very concerned now that there will be condominiums built behind my house. Right now there is just a chain link fence that's maybe four feet high and there is a gate, as well.

I'm very concerned about their safety, my privacy, most of the time I just let them play in the backyard unattended. I was wondering what will happen with the chain link fence, will it be repaired, sorry, not repair, or will something else be built there?

- Councillor Squire: Okay. Did you have any other concerns you wanted me to find out about?
- Amongy Omar: Yes. There's also a tree that it's between the two lots, it's between my backyard and the lot, it's right between the chain link fence is right in the middle of the tree so it's mainly leaning towards the vacant lot land so I was wondering will you be cutting that down?
- Councillor Squire: Okay. Are there any other concerns that you have?
- Amongy Omar: I have one more concern.
- Councillor Squire: Sure.
- Amongy Omar: How many of the trees will you be able to save?
- Councillor Squire: Okay. Alright. Did you want to say anything else while you had the opportunity?
- Amongy Omar: That's about it.
- Councillor Squire: Great. I'll ask your questions; we'll try to get answers. If you stay on you'll be able to hear that. Thank you very much.
- Amongy Omar: Thank you. You're welcome.
- Councillor Squire: Maybe I can go to the applicant. I hope you heard the three questions. The first was privacy and safety between her home which backs onto the development; the tree between her yard and the development site, there's a tree right on the property line and she would like to know what is going to occur with that and the last thing is how many trees are you able to save on the site.
- Scott Allen, MHBC: Thank you Mr. Chair. In response to the first question, there will be a, I believe 1.8 metre tall wood board fence that will be established and that will be addressed through site plan approval. I believe Mr. Meksula's report speaks to that so that matter would be addressed in terms of privacy, there would also be landscaping, tree planting as well adjacent to that fence to have additional privacy so that matter certainly is a concern and we'll investigate it further in site plan approval. Secondly, with respect to trees, there has been a Tree Preservation Plan prepared and several of the trees, the boundary trees are to be preserved. I can't speak specifically to this one but I can speak to the fact that the trees on the northern boundary, the intent is to save those and I apologize, I don't really have the details in front of me but that would be further investigated. The specific tree that Ms. Omar, I believe it is, is speaking to we will certainly investigate that further to see if we can preserve it as well if it happens to be not identified currently in this Tree Preservation Plan for protection.
- Councillor Squire: Okay. Does that help you?
- Amongy Omar: Yes. Absolutely it did. Just one more question. The tree that I'm talking about between the two properties I don't know who it belongs to. If it belongs to me or if it belongs to the property.

- Councillor Squire: I think they will. I think they will be able to tell you who owns the tree and I think they'll also be able to tell you what the plans are for the tree and you can always check with our staff for the Planning Committee and we can help you with that.
- Amomy Omar: Okay and you did say that there will be a short.
- Councillor Squire: 1.8 metres.
- Amomy Omar: 8.8 metres?
- Councillor Squire: 1.8 metres I think was what they said wooden fence.
- Amomy Omar: Oh, I'm sorry.
- Councillor Squire: Yep.
- Amomy Omar: Wooden fence.
- Councillor Squire: Yep.
- Amomy Omar: Okay. I'm writing all this down here. I have a gate, I don't know why there's a gate. I can actually literally open the gate and walk into the property. Will you be getting rid of the chain link fence?
- Councillor Squire: I'll ask that, okay? Applicant, are you going to, I assume you will be building the wood fence inside of the chain link fence. Perhaps I'm wrong.
- Scott Allen, MHBC: Mr. Chair, we can certainly investigate that. I just don't think that that specific detail has been evaluated yet but the most appropriate approach is what we will take.
- Councillor Squire: Okay. There will be another site plan meeting and these things will be ironed out but it's good you came today to mention them. Okay?
- Amomy Omar: Okay. Thank you so much.
- Councillor Squire: You're very welcome. Have a nice evening.
- Amomy Omar: You as well.
- Councillor Squire: Any other public? I'm sorry? Is someone speaking? No. Okay, any other participants? Okay, we'll go back to the Committee then. This was moved and seconded. Okay, who is on the line now?
- Hi, my name is Roberto Voivoda with my wife Moo Ching.
- Councillor Squire: Okay. I did not know you were going to speak but now that you are here it's our pleasure to hear you so go ahead.
- Robert Voivoda: Thank you very much. We are having issues trying to set everything up in order to do it.
- Councillor Squire: Yep, that's okay.
- Mr. Chair, it's Cathy Saunders, I believe these individuals are here for item 3.4, not 3.1.



- Councillor Squire: Oh. Okay.
- Catharine Saunders, City Clerk: I believe they are here for 16 Wethered Street North.
- Councillor Squire: Okay.
- Catharine Saunders, City Clerk: If they could confirm that.
- Robert Voivoda: Yes.
- Catharine Saunders: We are not on that item right now.
- Robert Voivoda: Okay. Sorry.
- Councillor Squire: That's okay. Okay, let's take one more final shot at this. Is there any; are there any other public presentations? Councillor Hopkins was there something you wanted to say when this is done or?
- Councillor Hopkins: Yes. Mr. Chair. Are we going to be closing the public participation meeting as well?
- Councillor Squire: Yes. Let's do that.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.2 PUBLIC PARTICIPATION MEETING – 1752-1754 Hamilton Road

- Councillor Squire: Staff presentation? Go ahead. Thank you very much. Just to change things a little bit we are going to have the applicant make their presentation and then I'll let the Committee make, ask technical questions of both the applicant and staff so that we're covering that off before we go to the public. Is there a presentation from the applicant?
- Catharine Saunders, City Clerk: Mr. Chair, I do not have an agent for the applicant showing. I do have a member of the public in attendance.
- Councillor Squire: Alright. Any technical questions then just of staff? Councillor Hopkins.
- Councillor Hopkins: Yeah. Thank you and through the Chair, to Mr. Mottram, thank you for the presentation and a few questions. I have about the, I just hope I have the right application here. Municipal services to the area, is it, it's suggested that a holding provision may be applied but I'd like to know a little bit more if the, if there are municipal services that are adequate for this area. My second question is around the open space, just wanting to know what is being done to buffer the open space to this development as well.
- Councillor Squire: Go ahead.
- Larry Mottram, Senior Planner: Yes. Sure. The servicing is available, all storm water, sanitary sewer and municipal water is available along Hamilton Road. There is a storm water management facility that has been constructed by the City to service this development and the engineering drawings are currently in their second submission of review which includes a detailed design for all of the servicing for development here including the subject lands. The open space lands have also been considered as part of the planning for the draft plan of subdivision and it includes the buffering for the delineation of the development limit. The identification of the environmentally significant area and the buffer have all been included as part of the draft approval plan and as part of the zoning so that includes lands that are just a little bit further to the east and north of the subject site that include ravine lands and it also includes the Thames Valley pathway trail which will run along the edge of the open space and through this Draft Plan of Subdivision we're able to incorporate that pathway project.
- Councillor Hopkins: Thank you.
- Councillor Squire: Thank you. Alright, we're going to hear from one member of the public? Okay.
- Catharine Saunders, City Clerk: Yes, Mr. Chair, Mr. Simm is here in attendance.
- Councillor Squire: Okay. Mr. Simm. Are you there Mr. Simm?
- Catharine Saunders, City Clerk: Mr. Simm is on mute. We've asked him to unmute. Here he goes, he should be there now.
- Mr. Simm: Hello?
- Councillor Squire: Mr. Simm?

- Mr. Simm: Can you hear me there?
- Councillor Squire: I can hear you now. This is Phil Squire, I'm Chair of the Committee. You have five minutes to make your presentation starting now.
- Gary Simm: Thank you. My name is Gary Simm and my family owns the property beside 1752 Hamilton Road at 1764. My family has lived here for the last seventy years. 1752, our lot and the lot to the south, the original three lots, sold on this street were sold to veterans in World War II under the DLA sections *Land Act* which was formerly Westminster Township. 1752, as I said, was the first home on the street and we are opposed to its demolition and the creation of four lots. It should remain where it is, the streetscape does not really need to be altered. Many of the residents on this street feel the same way. I've outlined my comments further to Mr. Hillier, Ms. Pelosa and Mr. Lewis and some of the Councillors in a little less detail about my opposition to the applicants plan of design among other issues. I have spoken previously with other residents of the street, I would say most of them are adamantly opposed to altering the streetscape and, again, the creation of four lots. Many wanted to participate but they are either at work and kind of found this process difficult to navigate as well as did I myself although I do appreciate you guys taking the steps to do this. If I could say anything, it would be to take away here, I would like to see a vote of some sort among the neighbours and in conjunction with Council maybe put through post or at our local church here to have a further meeting about this site and what is going on on this street as far as development once the stay-at-home orders have lifted. Just in regards to my family's home at 1764 it is going to be impacted by vibration, it already has been across the street and what is going on everybody down here has had their homes shaking. I do realize that's, you know, part of what happens with infilling but we have a septic system, chimneys, outbuildings and ultimately this plan is going to reduce the value of our home, create further lack of privacy, issues with lights at night which are already happening across the road. Basically, if Council were to put this application through, we'd like to see a berm with trees, something like a spruce or juniper put from front to back just inside the applicant's property line to allow for further privacy as we have three acres and about a thousand foot deep property. It's basically being rendered useless which is more or less because of the creation of the subdivision at the back of our property, you know, you've got a thousand foot property that you've got no privacy now due to what they are going to build with roundabouts and so forth. We've kind of mentioned to the developer we do want to install a fence down the property line or just inside our property line but nobody on the street that I have spoken to thus far is happy about the plan. One thing I did want to note was is the City has lowered the road in front of our houses, kind of without notice back in 2018, 2017 and right beside the applicant's front driveway, our driveway, there's an island there that's been that way for, like I say, seventy years and the driveways are, the dimensions are not right and that is going to have to be corrected so I don't know how that will affect the applicant's plans but one of the comments that many neighbours are just a little upset about is, is that a lot of the trees in the front yard of 1752 have been taken out; mind you, that being said, a lot of the trees have been taken down at the rear of the property which got approval and further and other lands that they own on the street but the big bugaboo would be people are saying we're in a Tree Protection Zone and we're in this Environmentally Sensitive Area as anybody really in London like as Meadowlily, the amount of animals and wildlife that are back here it's tremendous really and so we are kind of just wondering, specifically with the trees at the front, why was the developer able to cut down these trees at the front when this plan, this file is Z-3914 has not been yet approved. That was kind of just baffling to us and I specifically.
- Councillor Squire: You have a minute remaining sir.
- Gary Simm: I'm just about done. I spoke to one of the developer's workers and they had just flat out told me that the developer had tried to get some of these trees

out earlier without permission, without permits and CTV has been doing a story about how, you know, we're not meeting the targets for trees so that's kind of baffling to us. Just in conclusion, I'm just about done, many people are pretty irate with what's gone on, you know, they work their butts off to be outside of a 30 x 50 lot and they've created lots here with mature trees and a large neighbourhood and, you know, now basically, two developers are carving up the neighbourhood and people have basically just said, I'm sorry, I'm just about done, the City doesn't really care about us, they'll do what they want, we're the east end and the neighbours on the street have had a meeting with the developers and the City in July of 2018 and have kind of said that a lot of our concerns have gone unaddressed and they are kind of left with what do I have to do, go to the media or an appeals board and our, like my family alone, like I've tried to.

- Councillor Squire: Okay. You did say, because you said you were about done I didn't interrupt you but your time is pretty much up. I'll give you ten seconds, okay?
- Gary Simm: Could I have, would it be okay if I had thirty seconds more? I'm just.
- Councillor Squire: Go ahead. Just as long as you stick to that sir.
- Gary Simm: Yes. Thanks sir. I've been trying to be respectful with the developer but we've had constant issues with the developer's sending their workers on our property the last three years, trespassing on our yard, verbally abusing my mother, members of the family, and due to the actions of this developer my mother was hospitalized, rendered unconscious a while back and it's just, we're left just shaking our head at this like how they're allowed to get away with what they get away with.
- Councillor Squire: Okay. That is your time sir.
- Gary Simm: Thank you very much.
- Councillor Squire: Thank you.
- Gary Simm: Thank you.
- Councillor Squire: Any other members of the public? Alright. We'll need a motion to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.3 PUBLIC PARTICIPATION MEETING – Request to Remove Properties from the Register of Cultural Heritage Resources

- Councillor Squire: Thank you very much. Any technical questions from the Committee and I should add that the LACH Report Item, sorry, what was the number, 4.3 we'll also deal with that at the same time, the LACH recommendation. I did find that actually on page 467, I'm not sure if it is on the Added Agenda but it's 467 of the main Agenda and the recommendation is received there. Any technical questions? Alright. Is somebody prepared to move the recommendation along with the LACH recommendation contained in this report as paragraph 4.3?
- Catharine Saunders, City Clerk: Mr. Chair we have some members of the public here for this item.
- Councillor Squire: Okay. Let's go ahead, then.
- Catharine Saunders, City Clerk: First is Ms. Valastro.
- Councillor Squire: Thank you very much. Ms. Valastro?
- AnnaMaria Valastro: Hi. I haven't read the LACH recommendations. I actually didn't see them here but I just wanted to speak to this matter because I feel like a lot of these houses are being removed because they are in the way. We know that the City wants to widen Wellington Road so they can put in bus lanes and when I look at these houses I admired actually a lot of these houses; they are working class houses. I recognize some of them are not, I don't know about every single one of them, there's no report, really, for me to read on each individual building but there are some buildings there that, for someone just looking at them on, they're, they're beautiful, there's examples of them on other parts of the city like the peaks, the gable, the peaked roof on some of these houses and the bungalows but very rarely are they examples of middle class structures that emulate ones that are more grand and I'm always dismayed when middle class or lower income houses are not given any historical or cultural value and, again, I don't know what LACH said but I do feel that these are being delisted en mass because they are in the way and I, again, this comes down to this idea that we have to widen a road to make room for transit when, in fact, we should just be narrowing traffic lanes down to one like so many other cities, they don't make them bigger, they make them smaller for cars and then they balance it out with, they make room for public transit not the other way around and I feel like this is being deregulated because they are in the way and as there is no report here, there's not much I can say other than that seems to be the outstanding motive here. I recognize there has been an assessment but a lot of that assessment is interpretive and as someone who is familiar with that stretch of road, I see a lot of history when I look at some of those houses anyways and I'm really disappointed that this, unless you can tell me they're not in the way, I'm really disappointed in the way the City approaches heritage unless they're grand. There is an example of history all through the ages and I will speak again when it comes to 126 Price Street but that's what I wanted to say. I just feel there isn't really much for the public to go on with this particular report, there's no, I don't see a LACH report myself and there's no report from the Heritage Planner.
- Councillor Squire: Ms. Valastro if I, there is a LACH report from the LACH meeting.
- AnnaMaria Valastro: I know but I, I haven't seen it. I'm sorry.
- Councillor Squire: Okay.

- AnnaMaria Valastro: I don't know. I guess it's on the first Agenda. I didn't look on the first Agenda.
- Councillor Squire: Okay. I'm just telling you there are, can I just finish please? There is a LACH Report and I believe the LACH concurred with the decision and again it's very brief just so you're aware of that.
- AnnaMaria Valastro: Oh, okay, I see. So they're in support. Okay. That's fine. That's all I wanted to say is that the overwhelming feeling I get is that these houses are in the way of something you want to do and what you want to do is just make a four lane highway basically bigger rather than smaller for cars and I drive a car and I can get down to one lane.
- Councillor Squire: Okay, we are getting, we do understand.
- AnnaMaria Valastro: That's fine. Okay.
- Councillor Squire: We do understand. You're getting to the end of your time if there is something quick you wanted to say?
- AnnaMaria Valastro: No. I'm done. Thank you.
- Councillor Squire: Thank you very much. Next member of the public?
- Catharine Saunders: Mr. Chair, Goran Mamika.
- Councillor Squire: Okay. Go ahead sir.
- Goran Mamika: I don't have a comment at this time.
- Councillor Squire: Okay. Next member of the public.
- Catharine Saunders: Mr. Chair that is all we had for members of the public in attendance for this item.
- Councillor Squire: Okay. Then we'll turn it over to the Committee. Did I close the public participation meeting prematurely? Then we're going to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.4 PUBLIC PARTICIPATION MEETING – 16 Wethered Street North

- Councillor Squire: Staff presentation. I think the presentation is at page 209. Am I correct? The Added Agenda?
- I believe so, yes.
- Thank you. Just for staff, for Committee's reference if you are looking for it, that's where it is. Thank you very much. Go ahead. Thank you very much. As I indicated we will go to the applicant, let them present and then we'll do the technical questions. The applicant, go ahead please.
- Mr. Chair, it's Matt Campbell from Zelinka Priamo. Can you hear me?
- Councillor Squire: Yes I can.
- Matt Campbell, Zelinka Priamo Ltd.: Wonderful. Thank you very much. Once again, Matt Campbell with Zelinka Priamo. I'm here with the applicant Phil Pattyn. Committee what you have in front of you here really boils down to interpretation of policies. Obviously you've heard the City's position and we don't agree with that position and we don't agree for two principle reasons. I believe the last point mentioned by Ms. Riley there was that this site doesn't have any special attributes. We contend that it does have special attributes and it's unique in its context on the site and when we're talking about the Near Campus Neighbourhood Policies there are two points that I would really like to bring up for Committee to consider: 1) is that the site is, in fact, unique; and 2) is that it is not located in the interior of the neighbourhood and those are the two key points that, that really, that, that Planning Committee should be mindful of when making a decision on this application this evening. When we look at 16 Wethered Street it is a very, very large lot. If you can look at the air photo there is a huge backyard area that is not being used. This is an excellent site for appropriate redevelopment and appropriate intensification so the reason why is this unique, not only because it's a large site, but also because of its location. It is literally a stone's throw away from Oxford Street. Those properties that front onto Oxford Street, those will be redeveloped under the policies of The London Plan for apartment buildings and mixed use buildings up to six storeys in height. We have received correspondence from the owner of 1160, that's the corner property, for a development proposal for a five storey apartment building. When we look at the context of that site versus 16 Wethered Street, again, it really emphasises the fact that perhaps there could be a transition of uses here going further North to the interior of the neighbourhood. When we're looking at those, those building heights it really doesn't make sense to leave this relatively large property with one unit on it. I hope Planning Committee was provided with the letters that were sent in just this morning. There were approximately seventeen letters from the public that were in support of this application. I'll, I'll leave it with Planning Committee to review those as well. The other points that I really wanted to make were the site, it is not in the interior of the neighbourhood. This is on the edge, the periphery of the neighbourhood, not the interior. If this property was fifteen, thirty, twenty-five, meters North I don't think we would be having this conversation today but it's right on the edge and it certainly warrants consideration especially when we have land use policies on literally the next property to the South that would permit a six storey building. We provide that, that this redevelopment proposal for eight two storey townhouse units is appropriate for this site. We think it makes a lot of sense and we would ask the Committee to provide a motion to recommend approval of the application which is contrary to the staff recommendation. I do have the developer, Phil Pattyn, available and we can

answer any questions and I will ask if Phil has any comments he would like to make to Planning Committee at this time.

- Councillor Squire: Go ahead. Okay. I don't think I have him here. He doesn't have to make comments.
- Matt Campbell, Zelinka Priamo Ltd.: Okay.
- Councillor Squire: He can make them later.
- Phil Pattyn: Hello?
- Councillor Squire: Oh, sorry. Are you there? Mr. Pattyn? Okay. I'm going to move on to the Committee to ask technical questions. Technical questions only about, to the applicant or the staff, our staff, please. There are none so we'll move on to the public.
- Roberto Voivoda: Hello.
- Councillor Squire: Yes. Who is this?
- My name is Roberto Voivoda and Moo and we live at 1166 Afton: 1166.
- Councillor Squire: I'm sorry? What street did you say? Did you say Afton?
- Roberto Voivoda: No. Sorry, 1166 Bobby.
- Councillor Squire: Bobby.
- Roberto Voivoda: Correct. We're actually right beside the opposed, or the building that is being proposed.
- Councillor Squire: Alright. Okay. Go ahead sir. You have up to five minutes.
- Roberto Voivoda: Thank you very much. We're opposing it for the 16 Wethered Street zoning amendment to be allowed for the eight storey building. For us, it took us a lot of effort and lots and lots of tries to actually try to get a house. The reason we liked this area in general was because it's a nice quieter family area. It's actually not right off of Oxford, it's in quite a ways so it's in a residential and it's a lot better for our kids which is two and four years old. We moved here on August the 1st so less than six months we have actually received a letter from the City about the planning application. We were very sad about the news for such a large building going in just because the whole area around it is nothing but just small houses. When we look at the aerial mapping, it actually isn't right off of Oxford, it's actually quite a ways in the center of all of these nice, small family homes, low density houses. We are a little concerned for many different reasons, for privacy, for the backyard, we have our kids out, for safety, with, we look at the proposed building, for the two storeys it looks, literally, right in to our backyard where the kids play, right into the kids building, like their bedrooms and we are concerned about the density of people, if it's going to be more students or not.
- Councillor Squire: Can I just – there, just to be clear someone else is talking and we're sort of getting two voices so it would be great – if someone else wants to speak they can speak afterwards if that is ok.
- Robert Voivoda: Okay. That's my wife.
- Councillor Squire: Oh. Okay.



- Robert Voivoda: We had lots of different things and we didn't know exactly everything that was going to be proposed for this where between the two lots there's just a very small chain link fencing as well. There's lots of different things that we're opposed to for this being built.
- Councillor Squire: Okay. Go ahead.
- Hi Councillor. This is Moo speaking. I'm one of the partners of the neighbourhood of the property. Bobby Street. 1166.
- Councillor Squire: Okay.
- Moo Ching Chang: I am speaking to the meeting for 16 Wethered Street application for eight unit two storey townhouse development. I'm actually opposing it because it is for my family and our safety concerns and privacy and I hope that the proposal will not be able to go through. It's just that I know that it's not for, for the commercial or business perspective is they could probably, you know, make more money and be able to utilize the backyard for a single property but if it comes to a unique property I think that the backyard for that is actually not quite enough for the space plus the whole property is in the middle, in the center of all the low density residential so if you put in the eight unit townhouse and right across, right behind and viewing into our backyard. It just makes me and my kids will not be feeling safe or comfortable, be able to let them go outside and play and exercise for the approving. This is my concern for it.
- Councillor Squire: Okay. Did you want to add anything else or is that fine?
- Moo Ching Chang: Yeah. I also will worry if my two kids that, two and four, we just move in here less than a year and we were thinking to raise them in here quietly and safe because we are just down the road to the Catholic school primary Blessed Sacrament and then we were thinking about the other Catholic schools St. John II and we were thinking to live here until they grow up so we were actually very sad and upset.
- Councillor Squire: Okay. Thank you. Thanks to both of you very much. We appreciate your comments. Thank you.
- Moo and Roberto: Thank you.
- Councillor Squire: Thank you.
- Moo Ching Chang: My two kids, two and four and we move in here less than a year.
- Councillor Squire: I know. Yes, you told us that. I think we've got what you're saying. Is there – I thought you were done. Is there something else you wanted to add?
- Catharine Saunders, City Clerk: Mr. Chair, another individual on the call was unmuted so they were – it was delayed. We have muted that individual.
- Councillor Squire: Okay. Perfect then.
- Catharine Saunders: We do have one more.
- Councillor Squire: Perfect.
- Catharine Saunders: individual.

- Councillor Squire: Great. Thank you.
- Catharine Saunders, City Clerk: Judy Vatcher.
- Councillor Squire: Go ahead.
- Judy Vatcher: Hi. I live at 22 Wethered Street with my husband Jim and he's here as well. We have a few concerns about the property. One of them is that we are right next door to that and our backyard is, their backyard is going to be facing our backyard so we're going to have eight units that are going to be looking onto our backyard and we're concerned about the noise. Once people get in there I'm, from my understanding it's only going to be about five or six meters from the start of the building to my property line so, of course, we're worried about people in there that these are their backyards or if it was their front yard, either one, we've got the noise from them. If they have dogs, let's just say that even half of them have dogs then there's barking dogs not just one that you have next door to you but eight or four or whatever it would be. We were told that there is going to be a fence between the property and some trees and that which is good. I don't know how high the fence is going to be, we want it high enough that people aren't just able to look over the fence and into our backyard. Things like air conditioning going on and off times eight, you know, it just seems like a lot of people in that spot. One of the things that was brought up was the fact that it's a huge lot and there's all kinds of space in behind but if you look at the aerial picture, all the backyards are like that in this neighbourhood. That's not unique and if this zoning goes through then how many other people are, you know, going to do something like that. The other concern I had was garbage. We don't know how that's going to be handled but I think that's the main part of it for me. Whatever happens we're willing to work with the people but if you are asking me do I want this or not, no. I guess that's all I have to say.
- Councillor Squire: Great. Did your husband want to add anything?
- I think Judy covered most of it, mostly concerns like we have been here as long-time residents and this is your country-like yard right here. I'm from the small town of Kincardine and my property has gone from that to like double to single and smaller, it's being dwarfed. The worst part is we're going to have traffic right out, they're going to turn in right there where we are, where this stands now and we don't want that and there's so many young kids along here now and the people speed, go flying by. We just want to see, make sure they're safe, we're safe and people aren't just partying and whatnot in the backyard all the time.
- Judy Vatcher: There's only room for one spot, I think, for somebody to park or maybe there is a garage there too but, you know, there's enough parking on our street as it is. Sometimes in the evening there's three or four cars in the front of our house and what's it going to be like when you've got eight more people in there and they've got friends over and stuff like that.
- Councillor Squire: Okay.
- Judy Vatcher: Alright.
- Councillor Squire: Thank you very much for participating. We appreciate that. Have a really nice evening.
- Judy Vatcher: Thank you.
- Councillor Squire: Thank you. Any other members of the public?

- Catharine Saunders: Mr. Chair I believe that is it. We were expecting a Christina but I have a Christine on the call and I believe Christine is here for another item so without the last name we're not totally sure but I think that's good for this item.
- Councillor Squire: Okay. Thank you very much. I appreciate that. We'll need a motion to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.5 PUBLIC PARTICIPATION MEETING – Demolition Request for Garage on Heritage Listed Property – 325 Victoria Street

- Councillor Squire: Alright. Do we have a staff presentation? Thank you. Do we have that part of the report from the LACH Committee before us today? 4.5 so we'll also be moving approval of the recommendation from LACH of item 4.5. Thank you very much. Is the applicant here?
- Yes. This is Deishin Lee. I'm here with my husband Eric Van den Steen and we're here just to answer questions.
- Councillor Squire: Okay. Thank you very much. Any technical questions from the Committee? Alright. Are there any other public participants? There being none I will ask for a motion to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.6 PUBLIC PARTICIPATION MEETING – 135 Villagewalk Boulevard (SPA18-067)

- Councillor Squire: Staff presentation please. Thank you very much. Is the applicant here? Hello?
- Catharine Saunders, City Clerk: Mr. Allen is here on behalf of the applicant.
- Councillor Squire: Mr. Allen? Hello. Mr. Allen?
- Catharine Saunders, City Clerk: Mr. Allen you are unmuted. You should be able to speak.
- Councillor Squire: Okay. It doesn't appear that.
- Catharine Saunders, City Clerk: Mr. Chair, Mr. Soufan is in attendance.
- Councillor Squire: Okay. Mr. Soufan can speak hopefully.
- Scott Allen, MHBC: Mr. Chair, can you hear me now? Scott Allen, MHBC.
- Councillor Squire: Yes. I can hear you now.
- Scott Allen: My apologies. I don't know what happened there. MHBC acting on behalf of the applicant. With me today is Carlos Ramirez, actually, and he's able to respond to any specific questions relating to the project design. At this time we'd like to simply express our support for the findings of the Development Services report presented by Mr. Maitland. We also wanted to reiterate as he did that this proposal relates to the first phase of site development and is designed to comply with the applicable Official Plan, Area Plan and zone permissions and associated design guidelines. Applications for future phases will address development plans for the balance of the property, most importantly the Villagewalk Boulevard main street as discussed. We'd also like to thank staff for their support through this application and just to advise the Committee that the applicant intends to proceed with site development this summer. Thank you for your consideration and we'll gladly answer any questions the members may have.
- Councillor Squire: Thank you very much. Technical questions for staff or the applicant, please? There being none we'll close the public participation meeting. No one else I take it?

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.7 PUBLIC PARTICIPATION MEETING – Demolition Request for Heritage Listed Property – 126 Price Street

- Councillor Squire: Alright. Thank you. Thank you very much and just to point out this relates to Item 4.2 on the LACH Report which is the concurrence with this recommendation. We'll also be moving it and seconding it and approving it or not approving it with the staff recommendation. Is the applicant present?
- Catharine Saunders, City Clerk: Yes, Mr. Chair. Levy Leverton is in attendance.
- Councillor Squire: Good evening. Did you want to speak tonight or not? You don't have to.
- Levy Leverton: No. I don't have anything to say. I just appreciate your time.
- Councillor Squire: Thank you very much. You'll want to stay tuned and see what we say. Any other members of the public?
- Catharine Saunders, City Clerk: Christine Fletcher or Scott is on the line.
- Councillor Squire: Alright. Go ahead.
- Christine Scott: Hello.
- Councillor Squire: Hi.
- Christine Scott: Can you hear me?
- Councillor Squire: Yes, I can.
- Christine Scott: My name is Christine.
- Councillor Squire: Alright. You have five minutes. It's Christine. I'm sorry, you're last name?
- Christine Scott: Scott.
- Councillor Squire: Alright. Thank you very much.
- Christine Scott: Okay. I own a home at 97 Smith Street which is a listed heritage property. My other half of coming up to twenty-two years is at 145 Price Street which used to be an old funeral home. We had seen, we were very interested in 126 Price Street and buying it. It was where Bill and Cathy that were in there before, they sold it privately, everything went privately, there was never a sign on the property. Levy ended up purchasing it from a woman, a realtor and we did talk to him at that time to see about purchasing it because we wanted to keep it it's original way and it was where the amount of money that was asked of us to pay within two weeks of him owning the property and nothing really done. The house was gutted when he had purchased the house so when my other half at 145 Price Street, Bill, he had said about he received a letter and we feel that it should not be done. I did go around down Price Street to Holman Street. I did get twenty-seven signatures for a no on demolition. I believe the property like, the bricks being taken off, it was a beautiful cottage home and yes, I understand structure problems, but structure problems can be fixed. I feel, we feel, there was an out if it was going to be too much problem because we were interested with it as a heritage property. The tree also in front of 126 Price Street is also a heritage tree. It's original there, there's a, it used to be a

post office on Price Street, there was a doctor on Price Street. 145 Price Street was a funeral home so it's where it just a shame to take a cottage home, beautiful cottage home that was there and demolish it and change the landscape of that area. As I said, we also own a home on 97 Smith Street, it's a Queen Anne cottage home, it's beautiful and it's just a no vote for us and twenty-seven other people from Hamilton Road to Holman Street and if you could the amount of people I pretty well got everybody's signature except for two people that rented, one couldn't speak English and the other one worked for the City and he didn't want to respond. I had talked to the guy at 128 Price Street and he was the one who, because we were interested in what was going on, and he was the one who let me know about a woman realtor and everything just went very private so we were interested in purchasing that property to keep it as the heritage home that it is and the characteristics and we had even commented that we would go to ACE Wrecking, all the different places and try to get it back to its original state. We have to stick up for these heritage homes so I guess thank you for hearing me and I hope you do a "no" vote.

- Councillor Squire: Thank you very much for your time to speak to us. We appreciate it.
- Christine Scott: Thank you.
- Councillor Squire: Any other members of the public that wish to speak?
- Catharine Saunders, City Clerk: Yes. Ms. Valastro.
- Councillor Squire: Ms. Valastro? Ms. Valastro?
- Catharine Saunders, City Clerk: Ms. Valastro you are on mute. We have asked you to unmute.
- AnnaMaria Valastro: I'm just here to speak on this demolition request because I'm always very disappointed when small cottages that are representative of people that came to Canada, that lived along the river. The river was the life of a lot of these small working class people that came to Canada. It 's a wood structure, it's just a perfect representation of working class, new Canadians set up along the river and because they're not glamorous, they're tiny, it's wood, it's old growth forest, these should be considered valuable cultural structures because they say so much about who lived there and what these communities were like and a lot about the river and I'm really disappointed that they are not recommended for preservation just based on our history and, again, the same thing happened at Blackfriars, at 82 Blackfriars. That was the last standing house in that neighbourhood, it saw the flood, it survived the flood and it got demolished because there is nothing overwhelmingly special about that, that house except that it was rich with history, the same with this cottage and I wish Council would protect more of those intrinsic historical, cultural values and not just on the fact that it's wood, it's small. Those are worthy of protection so I hope you vote no as well.
- Councillor Squire: Thank you very much. Any other members of the public? Okay. There being none I will just need a motion to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.8 PUBLIC PARTICIPATION MEETING – 1697 Highbury Avenue North

- Councillor Squire: Can I get a staff presentation, please? Thank you very much. Thank you. Is the applicant present?
- Catharine Saunders, City Clerk: Yes, Mr. Campbell is speaking on behalf of the applicant.
- Councillor Squire: Mr. Campbell?
- Matt Campbell, Zelinka Priamo Ltd: Good evening Mr. Chair. Can you hear me again?
- Councillor Squire: Yes, I can.
- Matt Campbell, Zelinka Priamo Ltd.: Wonderful. Thank you very much to Ms. Debbert for the presentation. I don't have much to add other than the fact that we're very excited to be before Planning Committee with this application on behalf of.
- Councillor Squire: Now I can't hear you.
- Matt Campbell, Zelinka Priamo Ltd.: Oh. Okay. Sorry about that. Am I back now?
- Councillor Squire: Yes, you're back.
- Matt Campbell, Zelinka Priamo Ltd.: Great. I was just saying we're very excited to be in front of Committee. We think this is one of these feel good projects that we're very excited to bring forward. There was the slight revision to the application as City staff mentioned but we're coming to the table hand in hand as we like to say. We think this is an excellent win for both Habitat for Humanity and for the community of London so I'm happy to answer any questions that the Committee may have. We also have a representative from Habitat for Humanity on the call as well and if there's any specific questions that are more in tune with their operations they can answer that question as well.
- Councillor Squire: Thank you very much. Technical questions only from the Committee? Councillor Cassidy is here also. I don't know if you have any technical questions. Nope. Alright. We'll move on to the rest of the public.
- Catharine Saunders, City Clerk: Mr. Chair, there's no members of the public in attendance with respect to this matter.
- Councillor Squire: Alright. I will just need a motion to close the public participation meeting.



## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.9 PUBLIC PARTICIPATION MEETING – 1634 – 1656 Hyde Park Road, 1480 North Routledge Park and Part of 1069 Gainsborough Road

- Councillor Squire: Is there a staff presentation for this matter?
- Barb Debbert, Senior Planner: Thank you Mr. Chair. There is a slide show.
- Councillor Squire: We love our slide shows but go ahead. Thank you. Is the applicant present?
- Catharine Saunders, City Clerk: Mr. Chair.
- Ben McCauley, Zelinka Priamo Ltd.: Can you hear me?
- Councillor Squire: I can.
- Catharine Saunders, City Clerk: Mr. McCauley is here on behalf of the applicant,
- Councillor Squire: Thank you very much. Mr. McCauley go ahead.
- Ben McCauley, Zelinka Priamo Ltd.: Thank you. Again, good evening Mr. Chair and Committee Members. My name is Ben McCauley from Zelinka Priamo Ltd. and I am the agent representing the applicant, HLH Investment. I have just a brief comment. Initially there was an application on this entire block between North Routledge Park and Gainsborough Road which was ultimately split into two separate applications. A Zoning By-law Amendment application proceeded to Committee and Council early in 2020 as staff alluded to for the south side of this block for an identical proposal and construction has begun on that portion of the site; however, the north portion of the site, which is under consideration tonight, was handled separately primarily to address heritage comments and concerns. We are happy to share that we have come to an agreement with planning and heritage staff on how to best address the designated heritage structure on the site and we look forward to proceeding with the subsequent site plan approval application to facilitate the remainder of the construction of the full block that will truly transform this intersection. Thank you for your time and I'm happy to answer any questions.
- Councillor Squire: Thank you. Any technical questions for either staff or the applicant? Councillor Hopkins.
- Councillor Hopkins: Thank you Mr. Chair. Through you to staff, I think on the parking, just wondering, are we looking at 114 on-site parking and I just want to confirm the parking situation.
- Councillor Squire: Go ahead staff.
- Barb Debbert, Senior Planner: Through you Mr. Chair, the exact number of parking spaces escapes me but the parking rates that we are looking at are one space per unit for the residential component as well as for the commercial component a standard rate of one space for every twenty square meters of gross floor area for commercial space. The philosophy that was applied to the development to the south as well as this one is that because of the form of development we can expect some sharing of space to occur because we have obviously more intense requirements for residential parking in the evenings and overnight and then more intense requirements for commercial purposes during the day.

- Councillor Hopkins: Thank you. The question is, the surface parking is more shared with the commercial and then there's underground for residential. I just want to.
- Councillor Squire: Is that a question you are asking through me?
- Councillor Hopkins: Yes, I just want to make sure I'm reading the recommendation that way.
- Councillor Squire: Okay. Staff, can you just confirm that?
- Barb Debbert, Senior Planner: Yes, that would be correct.
- Councillor Squire: There you go. Any other technical questions only? Okay. Other public participation, there are no other public comments from what I understand so I need a motion to close the public participation meeting.

# Planning and Environment Committee

## Report

9th Meeting of the Planning and Environment Committee  
May 31, 2021

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

ALSO PRESENT: H. Lysynski, M. Ribera and C. Saunders

Remote Attendance: Deputy Mayor J. Morgan and Councillors M. Cassidy, J. Helmer, E. Pelozo and M. van Holst; G. Barrett, J. Dann, B. Debbert, L. Dent, M. Feldberg, J. Gardiner, K. Gonyou, M. Greguol, P. Kavcic, P. Kokkoros, G. Kotsifas, L. Maitland, C. Maton, H. McNeely, L. Mottram, B. Page, M. Pease, D. Popadic, A. Riley, M. Schulthess, B. Somers, 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. Lewis

Seconded by: S. Hillier

That Items 2.1 to 2.6, inclusive, BE APPROVED.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.1 234 Edgevalley Road - Removal of Holding Provisions - (H-9342)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, based on the application by Ironstone, relating to the property located at 234 Edgevalley Road, the proposed by-law appended to the staff report dated May 31, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 15, 2021 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/Residential R6 (h\*R5-7/R6-5) Zone TO a Residential R5/Residential R6 (R5-7/R6-5) Zone to remove the "h" holding provision. (2021-D09)

**Motion Passed**

2.2 704 and 706 Boler Road - Boler Heights Subdivision - Special Provisions - (39T-15503)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Southside Construction Management Limited, for the subdivision of land over Concession 1, Part Lot 44, situated on the east side of Boler Road, north of Southdale Road West, municipally known as 704 and 706 Boler Road:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Southside Construction Management Limited, for the Boler Heights Subdivision (39T-15503) appended to the staff report dated May 31, 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 May 31, 2021 as Appendix "B"; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2021-D12)

**Motion Passed**

2.3 995 Fanshawe Park Road West - Creekview Subdivision Phase 4 - Special Provisions - (39T-05512-4)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London, Landea North Developments Inc. and Landea Developments Inc., for the subdivision of land over Part Lot 22, Concession 5 (Township of London), City of London, County of Middlesex, situated on the north side of Bridgehaven Drive, south of Sunningdale Road West, west of Applerock Avenue, municipally known as 1196 Sunningdale Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London, Landea North Developments Inc. and Landea Developments Inc., for the Creekview Subdivision Phase 4 (39T-05512\_4) appended to the staff report dated May 31, 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 May 31, 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 May 31, 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. (2021-D12)

**Motion Passed**

2.4 1600 Twilite Boulevard - (H-9345)

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

That, on the recommendation of the Director, Development Services, based on the application by Foxwood Developments (London) Inc, relating to the property located at 1600 Twilite Boulevard, the proposed by-law appended to the staff report dated May 31, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 15th, 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 (h\*h-100\*R1-4) and (h\*h-100\*R1-13) Zones TO a Residential R1 (R1-4) and (R1-13)) Zones to remove the "h and h-100" holding provisions. (2021-D09)

**Motion Passed**

2.5 Building Division Monthly Report for March 2021

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

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

**Motion Passed**

2.6 4th Report of the Environmental and Ecological Planning Advisory Committee

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

That the 4th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on May 20, 2021 BE RECEIVED for information.

**Motion Passed**

**3. Scheduled Items**

3.1 349 Southdale Road East - (Z-9308 / 39CD-20501)

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Incon Developments Ltd., relating to the lands located at 349 Southdale Road East:

a) the proposed by-law appended to the staff report dated May 31, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 15, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Residential R3 (R3-3) Zone TO a Residential R6 (R6-5)

Zone to permit cluster housing in the form of townhouse dwelling units with a maximum density of 34 units per hectare; and,

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 Vacant Land Condominium relating to the property located at 349 Southdale Road East:

- i) safety;
- ii) privacy;
- iii) tree ownership on the property line; and,
- iv) possible removal of the chain link fence;

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

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

**Motion Passed (6 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

### 3.2 1752 – 1754 Hamilton Road

Moved by: S. Hillier

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Connor Wilks c/o Thames Village Joint Venture Group, relating to the lands located at 1752 – 1754 Hamilton Road, the proposed by-law appended to the staff report dated May 31, 2021 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on June 15, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Residential R1 (R1-14) Zone TO a Holding Residential R1 (h•h-100•R1-3) Zone;

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

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

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended 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 recommended zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation; and,
- the zoning will permit single detached dwellings which are considered appropriate and compatible with existing and future land uses in the surrounding area, and consistent with the zoning that was applied to the adjacent draft-approved plan of subdivision. (2021-D09)

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

**Motion Passed (6 to 0)**

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

### 3.3 Request to Remove Properties from the Register of Cultural Heritage Resources

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the following properties BE REMOVED from the Register of Cultural Heritage Resources:

- a) 1033-1037 Dundas Street;
- b) 1 Kennon Place ;
- c) 19 Raywood Avenue;
- d) 32 Wellington Road;
- e) 34 Wellington Road;
- f) 90 Wellington Road;
- g) 98 Wellington Road;
- h) 118 Wellington Road;
- i) 120 Wellington Road;

- j) 122 Wellington Road;
- k) 126 Wellington Road;
- l) 134 Wellington Road;
- m) 136 Wellington Road;
- n) 138 Wellington Road;
- o) 140 Wellington Road;
- p) 142 Wellington Road;
- q) 166 Wellington Road;
- r) 220 Wellington Road;
- s) 247 Wellington Road ;
- t) 249 Wellington Road;
- u) 251 Wellington Road ;
- v) 253-255 Wellington Road;
- w) 261 Wellington Road;
- x) 263 Wellington Road;
- y) 265 Wellington Road;
- z) 267 Wellington Road;
- aa) 269 Wellington Road;
- bb) 271 Wellington Road;
- cc) 273 Wellington Road;
- dd) 275 Wellington Road;
- ee) 285 Wellington Road;
- ff) 287 Wellington Road;
- gg) 289 Wellington Road;
- hh) 297 Wellington Road;
- ii) 301 Wellington Road;
- jj) 327 Wellington Road;
- kk) 331 Wellington Road;
- ll) 333 Wellington Road;
- mm) 72 Wellington Street; and,
- nn) 44 Wharncliffe Road North;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made oral submissions regarding this matter. (2021-R01)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Hillier

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**



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

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.4 16 Wethered Street North - (Z-9309)

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

That, the following actions be taken with respect to the application by 2445727 Ontario Inc. (Phil Pattyn), relating to the property located at 16 Wethered Street:

a) the application by 2445727 Ontario Inc. (Phil Pattyn), relating to the property located at 16 Wethered Street BE REFERRED back to the Civic Administration for further discussion with the applicant and to report back at a future Planning and Environment Committee meeting; and,

b) the Civic Administration BE DIRECTED to review the proposal within the context of the Near Campus Neighbourhood Policies, as they relate to residential intensification, focusing on lots that front onto neighbourhood streets, but are immediately adjacent to rapid transit place types or urban corridor place types;

it being pointed out that the Planning and Environment Committee reviewed and received the staff presentation with respect to this matter;

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

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

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

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.5 Demolition Request for Garage on Heritage Listed Property - 325 Victoria Street

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

That, on the recommendation of the Director, Development Services, with the advice of the Heritage Planner, the request to demolish the garage on the heritage designated property at 325 Victoria Street BE PERMITTED, and the Chief Building Official BE ADVISED of Municipal Council's intention in this matter;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated May 24, 2021, from C. Egerton, 315 Victoria Street, with respect to this matter;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made oral submissions regarding this matter. (2021-P10D/R01)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

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

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.6 135 Villagewalk Boulevard – (SPA18-067)

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by 2560334 Ontario Limited, relating to the property located at 135 Villagewalk Boulevard:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Site Plan Approval to permit the construction of a 2 commercial pads in the southeast corner of the subject lands and associated accesses; and,
- b) the Approval Authority BE ADVISED that the Municipal Council supports issuing the Site Plan Application;

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

- a communication dated May 26, 2021, from S. Lebert, by e-mail; and,
- a communication dated May 26, 2021, from A. Mustard-Thompson, by e-mail;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made oral submissions regarding this matter. (2021-D11)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

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

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.7 Demolition Request for Heritage Listed Property - 126 Price Street

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

That, on the recommendations of the Director, City Planning and City Planner, with the advice of the Heritage Planner, with respect to the demolition request for the existing dwelling on the heritage listed property at 126 Price Street, the following actions be taken:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the dwelling on the property; and,
- b) the property at 126 Price Street BE REMOVED from the Register of Cultural Heritage Resources;

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

- a communication dated May 22, 2021, from W. Rohrer and C. Scott; and,
- a petition signed by approximately 24 individuals is on file in the City Clerk's Office;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made oral submissions regarding this matter. (2021-P10D/R01)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

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

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.8 1697 Highbury Avenue North - (Z-9302)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Development Services, based on the application by Habitat for Humanity Heartland Ontario Inc., relating to the property located at 1697 Highbury Avenue North, the proposed by-law appended to the staff report dated May 31, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 15, 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 Residential R5/Residential R6 (R5-2/R6-4) Zone and an Open Space (OS5) Zone TO a Residential R5 Special Provision (R5-7(\_)) Zone and an Open Space (OS5) Zone;

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

- i) orientation of the easterly stacked townhouse building to Highbury Avenue North;
- ii) visual access for the southerly end units to the open space area and the Thames River interface be enhanced by providing increased number of windows and/or balconies;
- iii) naturalization of the Open Space lands on the site; and,
- iv) the potential conveyance of all or part of the Open Space lands to the City;

it being pointed out that the Planning and Environment Committee reviewed and received the staff presentation with respect to this matter;

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

it being 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 Low Density Residential designation and Environmental Policies; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2021-D09)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.9 1634 – 1656 Hyde Park Road, 1480 North Routledge Park and Part of 1069 Gainsborough Road – (Z-9301)

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by 1630 HP Inc., relating to the property located at 1634 – 1656 Hyde Park Road, 1480 North Routledge Park and Part of 1069 Gainsborough Road:

a) the proposed by-law appended to the staff report dated May 31, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 15, 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 Business District Commercial (BDC) Zone and a Business District Commercial Special Provision (BDC(39)) Zone TO a Business District Commercial Special Provision Bonus (BDC\*B-\_) Zone; the Bonus Zone shall be implemented through one or more agreements to facilitate the development of a mixed-use apartment building, with a maximum height of 8-storeys or 29 metres and a maximum density of 169 units per hectare, in general conformity with the Site Plan, Renderings and Elevations appended to the staff report dated May 31, 2021 as Schedule "1" to the amending by-law, and provides for the following:

1) Exceptional Building Design

- i) providing an 'L'-shaped mixed-use building that is generally in keeping with the vision of the current Official Plan as well as The London Plan by providing for continuous street walls along the Hyde Park Road and North Routledge Park frontages;
- ii) providing a 7-storey massing along Hyde Park Road that includes a significant step-back above the second storey and 8-storey massing along North Routledge Park;
- iii) providing for appropriate scale/ rhythm/ materials/ fenestration;
- iv) incorporating all parking in the rear yard and underground, away from the adjacent street frontages;
- v) providing ground floor commercial space with transparent glazing and principal entrances facing the Hyde Park Road frontage creating an active edge;
- vi) providing ground floor residential units with individual entrances

and patio spaces along the North Routledge Park frontage;

vii) providing a rooftop patio;

viii) providing a parking lot layout that accommodates appropriate driveway alignments across North Routledge Park; and,

ix) relocating the existing heritage structure and providing a glass link between the heritage structure and the new building along the North Routledge Park frontage, and a recessed courtyard immediately south of the heritage structure;

## 2) Provision of Affordable Housing

- a total of five (5) one-bedroom units will be provided for affordable housing. Subject to the concurrence of the City, some or all of these five (5) one-bedroom units may be allocated from the adjacent development owned and/or managed by the Proponent, noting the bonus zone requirement and encumbrance would remain specific to the Subject Lands;

- rents not exceeding 80% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;

- the duration of affordability set at 50 years from the point of initial occupancy;

- the proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations; and,

- these conditions to be secured through an agreement registered on title with associated compliance requirements and remedies;

## 3) Relocation, conservation, and adaptive re-use of the existing heritage designated structure at 1656 Hyde Park Road:

- the owner shall enter into a Heritage Easement Agreement with the City of London;

b) pursuant to Section 34(17) of the *Planning Act, R.S.O. 1990, c. P.13*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning implements the site concept submitted with the application;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement (PPS), 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 in-force policies of The London Plan, including but not limited to the Key Directions and the Main Street Place Type policies;

- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Main Street Commercial Corridor designation;

- the subject lands represent an appropriate location for mixed-use residential intensification, within the Hyde Park Village Core and the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood;

- the recommended amendment secures units for affordable housing through the bonus zone; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2021-D09)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.10 Public Participation Meeting - Not to be heard before 5:30 PM – 435-451 Ridout Street North - (OZ-9157)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Farhi Holdings Corporation, relating to the property located at 435-451 Ridout Street North:

- a) consistent with Policy 19.1.1. of the Official Plan for the City of London (1989), the subject lands, representing a portion of 435-451 Ridout Street North BE INTERPRETED to be located within the Downtown Area designation;
- b) consistent with Policy 43\_1 of The London Plan, the subject lands, representing a portion of 435-451 Ridout Street North, BE INTERPRETED to be located within the Downtown Place Type;
- c) the proposed by-law appended to the staff report dated May 31, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 15, 2021 to amend The London Plan by ADDING a new policy the Specific Policies for the Downtown Place Type and by ADDING the subject lands to Map 7 – Specific Policies Areas – of The London Plan;

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



d) the proposed by-law appended to the staff report dated May 31, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 15, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan (2016) as amended in part c) above), to change the zoning of a portion of the subject property FROM a Heritage/Regional Facility (HER/RF) Zone and a Downtown Area Special Provision (DA2(3)\*D350) Zone TO a Holding Downtown Area Special Provision Bonus (h-3\*h-55\*h-\_\*DA2(3)\*D350\*B-\_) Zone;

the Bonus Zone shall be implemented through one or more agreements to facilitate a high quality mixed-use office/residential apartment building, with a maximum height of 40-storeys (125 metres), and a maximum density of 500 units per hectare, in general conformity with the Site Plan and Elevations appended to the staff report dated May 31, 2021 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

1) Exceptional Building Design

- i) retention in situ of the heritage buildings along the Ridout Street frontage;
- ii) materials on the podium of the building that are in-keeping with the surrounding heritage buildings;
- iii) a slender point tower design;
- iv) the tower portion of the building located to the south of the podium to increase the spatial separation between the tower and the Eldon House property;
- v) interesting architectural design features on the tower that will enhance the downtown skyline and break up the building mass;
- vi) terraces overlooking Harris Park and providing opportunity for activating these terraces with the proposed adjacent office/commercial uses; and,
- vii) connections between Ridout Street North and Queens Avenue to Harris Park that provide new entrance opportunities to further connect the Downtown with the Park.

2) Provision of four (4) levels of underground parking, of which a minimum of 100 parking spaces will be publicly accessible

3) Provision of Affordable Housing

The provision of affordable housing shall consist of:

- a minimum of twelve (12) residential units or five percent (5%) of the total residential unit count (rounded to the nearest unit), whichever is greater;
- the mix of affordable one- and two-bedroom units will be based on the same proportion of one- and two-bedroom units as within the final approved plan. Subject to availability and with the concurrence of the City, some or all of these units may be secured through existing vacancies in developments owned and/or managed by the proponent or associated corporate entity;
- rents not exceeding 80% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
- the duration of affordability shall be set at 50 years from the point of initial occupancy; and,
- the proponent shall enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;

4) Conservation, retention, and adaptive re-use of the existing heritage designated buildings at 435, 441, and 451 Ridout Street North

- the owner shall enter into a Heritage Easement Agreement with the City of London;

5) Construction of a Leadership in Energy and Environmental Design (LEED) certified building

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

i) design the parking and drop-off areas between the building and the adjacent streets (Ridout Street North and Queens Avenue) as a shared plaza space, using pavers or patterned concrete to:

- I) tie into the design of the terraces
- II) reduce the amount of asphalt
- III) provide a welcoming entrance to the development
- IV) provide for a stronger connection between the stairs leading to Harris Park and the City sidewalks along the streets;

ii) design the westerly stairway as a more naturalized landscape solution to soften the experience and avoid blank brick walls. This stairwell should provide for a grand entrance feature between the development and the Park;

iii) final location and design of all vehicular accesses on-site, including service access;

iv) final location, design, and landscaping of publicly accessible spaces, including terraces, staircases, and walkways;

v) the final building design is to incorporate bird-friendly design features;

vi) the applicant is to work with the City of London with regards to compensation restoration to create a wetland and other natural features (ie forest), either on-site or within Harris Park; and,

vii) the final building design is to include a fully enclosed mechanical penthouse, clad in materials complementary to the building, to screen rooftop mechanical equipment and contribute positively to the skyline.

f) pursuant to Section 34(17) of the *Planning Act, R.S.O. 1990, c. P.13*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the changes in building height and setback to the residential component of the building are minor in nature and the illustrations circulated in the Notice of Application and Notice of Public Meeting accurately depict the development as proposed;

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

- a communication dated May 20, 2021, from C. Naismith, by e-mail;
- a communication dated May 20, 2021, from D. McKillop, by e-mail;
- a communication dated May 20, 2021, from R. Lacy, by e-mail;
- a communication dated May 20, 2021, from K. Baker, by e-mail;
- a communication dated May 20, 2021, from C. Ryan, by e-mail;
- communications dated May 20, 2021, from E. Rath, by e-mail;
- the staff presentation;
- a communication dated May 27, 2021, from C. Littlejohn, by e-mail;
- a communication dated May 27, 2021, from K. Kydd, by e-mail;
- a communication dated May 27, 2021, from U. Troughton, by e-mail;
- a communication dated May 27, 2021, from B. McQuaid, by e-mail;

- a communication dated May 27, 2021, from G. Hodder, by e-mail;
- a communication dated May 27, 2021, from M. Conklin, by e-mail;
- a communication dated May 27, 2021, from M. Young, by e-mail;
- a communication dated May 27, 2021, from M.A. Colihan, 191 Sherwood Avenue;
- a communication dated May 27, 2021, from B. Reilly and R. Shroyer, 574 Victoria Street;
- a communication dated May 27, 2021, from S. Skaith, by e-mail;
- a communication dated May 27, 2021, from S. Andrejicka, by e-mail;
- a communication dated May 26, 2021, from M. Temme, 66 Palmer Street;
- a communication dated May 27, 2021, from M.L. Collins, by e-mail;
- a communication dated May 26, 2021, from H. Guizzetti, by e-mail;
- a communication dated May 26, 2021, from M. Rooks, by e-mail;
- a communication from M. Whalley, 39-250 North Centre Road;
- communications dated May 26, 2021, from A.M. Valastro, by e-mail;
- a communication dated May 27, 2021, from B. Spratley, by e-mail;
- a communication dated May 25, 2021, from S. Shroyer, by e-mail;
- a communication dated May 25, 2021, from C. Woolner, by e-mail;
- a communication dated May 25, 2021, from K. Elgie, Chair, Board of Directors, Architectural Conservancy of Ontario;
- a communication dated May 25, 2021, from K. Peckham, Wide Eye Television Inc.;
- a communication dated May 25, 2021, from J. Grainger, by e-mail;
- a communication dated May 27, 2021, from J. Devereux, 926 Colborne Street;
- a communication dated May 21, 2021, from P. and J. Wombwell, 174 Guildford Crescent;
- a communication dated May 21, 2021, from M. Romhanyi, by e-mail;
- a communication dated May 27, 2021, from S. Saunders, by e-mail;
- a communication dated May 27, 2021, from J.C. Garnett, University Librarian Emeritus, Western University;
- a communication dated May 26, 2021, from S. Bentley, 34 Mayfair Drive;
- a communication dated May 27, 2021, from L. Brown, by e-mail;
- a communication dated May 27, 2021, from B. and S. Morrison, by e-mail;
- a communication dated May 27, 2021, from A. Martin, by e-mail;
- a communication dated May 27, 2021, from D. Rogers, by e-mail;
- a communication dated May 27, 2021, from S. Agranove, by e-mail;
- a communication dated May 27, 2021, from J. Manness, by e-mail;
- a communication dated May 27, 2021, from N. Bol, by e-mail;
- a communication dated May 27, 2021, from A. Warren, Director of Operations, The Wedding Ring;
- a communication dated May 27, 2021, from J. Farquhar, 383 St. George Street;
- a communication dated May 27, 2021, from J. Hunten, 253 Huron Street;
- a communication dated May 27, 2021, from J. and D. Surry, by e-mail;
- a communication dated May 27, 2021, from B. and H. Luckman, by e-mail;
- a communication dated May 27, 2021, from G. Nicodemo, by e-mail;
- a communication dated May 27, 2021, from K. and G. Patton, 20-50 Northumberland Road;
- a communication dated May 27, 2021, from S. Lunau, 1096 Kingston Avenue;
- a communication dated May 27, 2021, from J. Spencer, by e-mail;
- a communication dated May 25, 2021, from K. McKeating, President, Architectural Conservancy of Ontario - London Region;
- a communication dated May 28, 2021, from A. Little, by e-mail;

- a communication dated May 27, 2021, from D. Oates, by e-mail; and,
- a communication dated May 27, 2021, from C. Mellamphy, by e-mail;

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 is consistent with the Provincial Policy Statement, 2020, which encourages land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment, as well as • enhancing the vitality and viability of downtowns and mainstreets;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Downtown Place Type and Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Downtown Area designation;
- the recommended amendment conforms to Our Move Forward: London's Downtown Plan, by providing for a landmark development on an underutilized site;
- the recommended amendment secures units for affordable housing through the bonus zone; and,
- the recommended amendment facilitates the development of an underutilized site at an important location in the Built Area Boundary and Primary Transit Area. (2021-D09)

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and S. Hillier

Nays: (1): A. Hopkins

Absent: (1): E. Holder

**Motion Passed (4 to 1)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to open the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and S. Hillier

Absent: (2): A. Hopkins, and E. Holder

**Motion Passed (4 to 0)**

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 4. Items for Direction

##### 4.1 5th Report of the London Advisory Committee on Heritage

Moved by: A. Hopkins

Seconded by: S. Lehman

That, the following actions be taken with respect to the 5th Report of the London Advisory Committee on Heritage from its meeting held on May 12, 2021:

a) M. Corby, Senior Planner, BE ADVISED of the following comments from the London Advisory Committee on Heritage (LACH) with respect to the Notice of Application for Draft Plan of Subdivision, Official Plan and Zoning By-law Amendments and the Heritage Impact Assessment (HIA), dated January 2021, from Zelinka Priamo Ltd., with respect to the property located at 850 Highbury Avenue North, previously received by the LACH:

i) sufficient information has not been received as part of the application in order to appropriately assess the impacts of the proposed applications on the significant heritage resources on this property; it being noted that:

A) the HIA should be prepared by a qualified heritage professional;

B) the HIA should include an assessment of impacts to identified heritage resources of the proposed development, among other content as identified in Info Sheet #5 provided by the Ministry of Heritage, Sport, Tourism and Culture Industries; it being noted that the HIA provided with the application does not speak to the impacts of the proposed development or proposed policy changes on the cultural heritage resources on the site; and,

C) the LACH is supportive of maintaining the overall land use concept identified within the proposal, which is generally consistent with that in the London Psychiatric Hospital Secondary Plan (LPHSP); it being noted that this includes the proposed low density residential in the core area with concentration of higher densities along adjacent arterial roadways (the 'bowl' concept) and the revisions to the road and pedestrian networks, which appear to support the protection and enhancement of the cultural heritage resources;

- the LACH emphasizes the need to consider the built heritage resources as landmarks within the cultural heritage landscape, and that the assessment of impacts must address the cultural heritage landscape including views and vistas as described through the appropriate governing documents;

- the LACH acknowledges the differences or 'inconsistencies' between elements of the Heritage Conservation Easement, designating by-law L.S.P.-3321-208, and the LPHSP as identified within the HIA, but notes that these documents each have different forms and functions, and do not necessarily conflict (save for mapping discrepancies); it being noted that where these differences or 'inconsistencies' are identified, the more detailed description and assessment should apply;

- the LACH does not support many of the proposed changes to heritage policies within the LPHSP which serve to reduce protection of the heritage resources and introduce greater uncertainty; it being noted that sufficient rationale or justification for these revisions to heritage policies have not been provided within the Final Proposal Report or HIA (examples include but are not limited to:

- o LPHSP 20.4.1.4 – "Retain as much of the identified cultural and heritage resources of the area as possible feasible";

- o LPHSP 20.4.1.5.II.a) – "provide for ....and mixed-use buildings where possible";

- o LPHSP 20.4.2.2 – “Development proposed through planning applications... will need not only to consider the significant heritage buildings, but also the unique cultural heritage landscape where possible”;
- o PHSP 20.4.3.5.2.III. d) “Built form adjacent to the Treed Allee within the Heritage Area shall should be encouraged to oriented towards the Allee in applicable locations”; and,
- o LPHSP 20.4.4.10 - “shall” to “should”);

- the LACH requests clarification from City of London Heritage and Planning staff on the next steps with respect to this development application, including how the impacts to built heritage resources and the cultural heritage landscape will be assessed and addressed as the planning and design phases progress (for example, can/will an HIA be required for subsequent zoning bylaw amendment applications and/or site plan applications); it being noted that the LACH respectfully requests that these assessments be provided to LACH for review and comment;
- the LACH respectfully requests to be consulted early on any proposed changes to the designating bylaw or heritage conservation easement and would welcome a delegation from the proponent to present on heritage matters on the property; and,
- the LACH requests information from City Staff and/or the proponent on the current physical conditions of the heritage structures on the site;

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 retroactive approval for the removal and replacement of the windows on the heritage designated property located at 40 and 42 Askin Street, By-law No. L.S.P.-2740-36 and Wortley Village-Old South Heritage Conservation District, BE REFUSED; it being noted that this Heritage Alteration Permit application is seeking retroactive approval for window replacements that were previously considered and refused by Municipal Council;

it being noted that the London Advisory Committee on Heritage (LACH) encourages the applicant to work with the Heritage Planner to address the concerns raised by the LACH at the meeting;

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

c) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the demolition request for the existing dwelling on the heritage listed property located at 126 Price Street:

- i) the Chief Building Official BE ADVISED that the Municipal Council consents to the demolition of the dwelling on the property; and,
- ii) the property at 126 Price Street 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 following properties BE REMOVED from the Register of Cultural Heritage Resources:

- 1033-1037 Dundas Street;
- 1 Kennon Place;
- 19 Raywood Avenue;
- 32 Wellington Road;
- 34 Wellington Road;
- 90 Wellington Road;
- 98 Wellington Road;
- 118 Wellington Road;

- 120 Wellington Road;
- 122 Wellington Road;
- 126 Wellington Road;
- 134 Wellington Road;
- 136 Wellington Road;
- 138 Wellington Road;
- 140 Wellington Road;
- 142 Wellington Road;
- 166 Wellington Road;
- 220 Wellington Road;
- 247 Wellington Road;
- 249 Wellington Road;
- 251 Wellington Road;
- 253-255 Wellington Road;
- 261 Wellington Road;
- 263 Wellington Road;
- 265 Wellington Road;
- 267 Wellington Road;
- 269 Wellington Road;
- 271 Wellington Road;
- 273 Wellington Road;
- 275 Wellington Road;
- 285 Wellington Road;
- 287 Wellington Road;
- 289 Wellington Road;
- 297 Wellington Road;
- 301 Wellington Road;
- 327 Wellington Road;
- 331 Wellington Road;
- 333 Wellington Road;
- 72 Wellington Street; and,
- 44 Wharncliffe Road North;

e) on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 33 of the *Ontario Heritage Act* seeking consent for alterations to the heritage designated property located at 426 St James Street BE GIVEN, subject to the following terms and conditions:

- the new railing be 24" in height above the porch floor to maintain the proportions of the porch;
- wood be used as the material for the alterations;
- all exposed wood be painted; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

f) on the recommendation of the Director, Development Services, with the advice of the Heritage Planner, the request to demolish the garage on the heritage designated property located at 325 Victoria Street BE PERMITTED, and the Chief Building Official BE ADVISED of Municipal Council's intention in this matter; it being noted that the communication, dated May 10, 2021, from B. Jones and K. Mckeating, as appended to the Added Agenda, and the verbal delegations from D. Lee, E. Van den Steen, B. Jones and K. McKeating, with respect to this matter, were received;

g) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the potential designation of Labatt Memorial Park as a National Historic Site of Canada:

- i) the above noted initiative BE ENDORSED; and,
- ii) the Civic Administration BE DIRECTED to undertake the application process with respect to this matter;

h) clauses 1.1, 2.1 to 2.4, inclusive, 3.1, 3.2, 4.7 and 4.8 BE RECEIVED for information.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

4.2 4th Report of the Advisory Committee on the Environment

Moved by: A. Hopkins

Seconded by: S. Hillier

That, the following actions be taken with respect to the 4th Report of the Advisory Committee on the Environment, from its meeting held on May 5, 2021:

a) the following actions be taken with respect to Greener Homes London:

i) the presentation, as appended to the Added Agenda, from S. Franke, London Environmental Network, and a verbal delegation from S. Franke, with respect to the Greener Homes London program, BE RECEIVED;

ii) a representative from London Hydro BE INVITED to a future meeting of the Advisory Committee on the Environment to speak with respect to:

- future infrastructure improvements to assist with climate change reductions;
- alternative energy sources for providing power to the city;
- fuel forecasting to support the Climate Energy Action Plan and net zero targets; and,
- demand side management strategy and on-bill financing for home energy retrofitting;

b) the following actions be taken with respect to 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:

i) the Civic Administration BE ADVISED that the Advisory Committee on the Environment (ACE) supports the amendments made to date and the amendment that is currently under review; it being noted that the ACE has been involved with the urban agriculture process and development; and,

ii) the above-noted Notice BE RECEIVED;

c) Jack Gibbons of the Ontario Clean Air Alliance BE INVITED to a future meeting of the Advisory Committee on the Environment to speak to the current campaign of the Clean Air Alliance; and



d) clauses 1.1, 2.1, 3.1 and 3.2, inclusive, and 4.1 BE RECEIVED for information.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

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

### **5.1 Deferred Matters List**

Moved by: S. Lehman

Seconded by: S. Lewis

That the Deputy City Manager, Planning and Economic Development BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### **5.2 (ADDED) 4th Report of the Trees and Forests Advisory Committee**

Moved by: S. Lewis

Seconded by: S. Hillier

That the following actions be taken with respect to the 4th Report of the Trees and Forests Advisory Committee, from its meeting held on May 26, 2021:

a) the Educational Initiatives and Outreach Sub-Committee recommendations, appended to the Trees and Forests Advisory Committee (TFAC) Agenda, BE FORWARDED to the Civic Administration for consideration and to report back at a future meeting of the TFAC; it being noted that the TFAC reviewed and received the "May 2021: TFAC Educational Initiatives and Outreach Subcommittee: A Few Suggestions and Comments" on the City of London Website;

b) the following actions be taken with respect to creating ecosystems in London:

i) a Working Group BE ESTABLISHED consisting of J. Kogelheide, A. Hames and A. Morrison, to review the creation of ecosystems in the City; and,

ii) the Civic Administration BE REQUESTED to attend a future Trees and Forests Advisory Committee meeting to provide an update on the initiatives currently being undertaken;

it being noted that the Trees and Forests Advisory Committee reviewed and received a communication from J. Kogelheide with respect to this matter;

c) the following actions be taken with respect to the Advisory Committee Review - Interim Report VI:

i) A. Cantell BE REQUESTED to prepare recommendations on the Advisory Committee Review - Interim Report VI and to report back at the

next meeting of the Trees and Forests Advisory Committee meeting; and,  
ii) the Chair of the Trees and Forests Advisory Committee (TFAC) BE REQUESTED to attend a future Planning and Environment Committee meeting to provide an overview of the TFAC recommendations with respect to these matters;

it being noted that the TFAC reviewed and received staff report dated May 17, 2021, with respect to these matters;

d) the following actions be taken with respect to the Urban Forestry Communications Strategy:

i) Civic Administration BE REQUESTED to attend the next meeting of the Trees and Forests Advisory Committee to provide an update on the Urban Forestry Communications Strategy;

ii) P. Nichoson BE INCLUDED on the existing Working Group; it being noted that the Working Group consists of A. Cantell and M. Demand; and,

iii) the Urban Forestry Communications Strategy BE INCLUDED on the 2021 Trees and Forests Advisory Committee Work Plan.

e) clauses 1.1, 2.1 and 2.2, inclusive, 4.1, 4.2 and 4.4, BE RECEIVED for information.

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

**Motion Passed (5 to 0)**

## **6. Adjournment**

The meeting adjourned at 8:40 PM.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.10 PUBLIC PARTICIPATION MEETING – 435-451 Ridout Street North (OZ-9157)

- Councillor Squire: Alright. Presentation. I assume there is.

Catherine Maton: Senior Planner: There is Mr. Chair. This is Catherine Maton from Planning and Development. I do have slides prepared as part of my presentation.

- Councillor Squire: They're on page, just so we are all on the same page.
- Catherine Maton: I believe it's on page 504.
- Councillor Squire: Right. Just for the Committee we are starting with the presentation that's at page 504 of the Agenda including Added. Go ahead. Thank you very much. Is the applicant present or a representative?
- Catharine Saunders, City Clerk: Mr. Chair it is my understanding that Mr. Tillman will speak on behalf of the applicant.
- Councillor Squire: Alright.
- Tom Tillman: Mr. Chair, is my audio coming through?
- Councillor Squire: It is coming through and welcome to the Committee, we're looking forward to your presentation and you have five minutes starting now.
- Tom Tillman: Thank you very much. Well, I will try, I will stay within the five minutes because I know you will make me stay within the five minutes.
- Councillor Squire: I will.
- Tom Tillman: I have a timer going here. Well first let me just say thank you to City staff for the report they put together supporting the application and this development. The only correction I had to Catherine's remarks were we, we began in 2012 on this project with Farhi Holdings. A discussion with our office and Farhi about the potential of the site after the City had presented some diagrams in a planning document they put together about investment in the downtown and what was possible. In 2013, we did meet with planning staff and the Upper Thames to talk about what were the so called showstoppers of where did we need to, to go first and, at that time, we put together a what we called option one. We met with again staff and Upper Thames and decided that that meeting with Upper Thames and going through their Board was going to be an important first step. In 2015 a second option was explored with City staff again, Upper Thames and at that time I went to UTRCA Board and that was rejected because of the amount of space that we were taking up within the floodplain. A third option was developed in 2017 that repositioned the building outside of the floodplain and that was not getting support from City planning staff. By 2018 we had a fourth option that seemed to meet with City staff as well as UTRCA staff and as mentioned in May of 2018 that option was presented to Upper Thames and the Board approved that particular option and that's the one you're seeing here with some adjustments made to it. In July of 2018 we had a justification report submitted and met with City staff to put it for a site plan consultation and by December of 2019 option four had been revised a little bit in terms of positioning of the tower as it related to comments back from the Urban Design Review Panel and it was then presented to Eldon House, the building was, the tower was shifted south to be as far from Eldon House as possible, about seventy-six meters or so from Eldon

House. In March of 2020, we did confirm back to UTRCA that the project was still alive and that it was moving through the rezoning process and in November of 2020 we responded to comments received from both LACH and Eldon House and then in April of 2021 we responded to development services heritage with the concerns that they raised and certainly we recognize that the heritage aspects and importance of the site are critical and we have made the commitment that we will be putting together all of the reports that Catherine has identified in the staff report. This is the kind of work that is not unfamiliar to our firm in terms of what is required having done work recently at University College, Western, St Joseph's hospital and the Heritage Chapel that's there as well as work at 192-194 Dundas Street and so we take that very seriously, you know, the important point for us was that we are preserving all of the existing three buildings that make up the Ridout Street complex and, in fact, will be restoring them along with, along with integrating them into the proposal so this creates a very sort of unique proposal. I'm not sure that there's anything.

- Councillor Squire: You have one minute left.
- Tom Tillman: I see that. Maybe the closest thing that that comes to a project like this was the Delta Armouries project but I think this one's different but I think what makes it so unique is it is a London made solution. This is not something that's repeatable anywhere else. I think that's what's happening with the land going back to Harris Park, and the opportunities of how this particular site is going to link downtown to the Thames River and vice versa it is going to be something that's quite dramatic and it will become a very sort of public space if you will. It's a dynamic mixed-use development that I think will strengthen the downtown. It builds on the investments that have been made downtown as well as the fact that I think it will promote better development through design excellence. Thank you.
- Councillor Squire: 4 minutes and 59 seconds. Very good. Technical questions for staff or the applicant? These are technical questions only. Councillor Hopkins.
- Councillor Hopkins: Yes. Thank you. I do have a question through you to the applicant regarding the application that went to the Upper Thames Conservation Board, the fourth, the fourth review. I just would like to know a little bit more about that.
- Tom Tillman: Sure. It was the third review was where it was passed. The first review, the building had been positioned so that it was not abutting any of the existing heritage properties and at that time, although we did have support from the Upper Thames staff, it was turned down at the Board. There were concerns raised at that time about how would we waterproof the building. There hadn't been any discussion at that time about deeding land or, or giving land back to the City to complete the south end of Harris Park. When we went back the second time, we had moved the building to the south end and it didn't seem to satisfy the, the issue again related to how are we dealing with flood protection as well as displacement of water from putting a building in the flood plain so at the, in the third offering to Upper Thames we were able to satisfy them the flood protection measures would be in place, that there would not be property damage in that regard and that we had, through the transfer of land to the City, we could do a cut and fill that dealt with the displacement of water of the parking structure sitting in the flood plain and they were looking for a balance of a net zero gain of flood water being pushed into the rest of the city, if you will.
- Councillor Squire: Thank you. Councillor?
- Councillor Hopkins: Thank you. If I just might add, I, I just wanted clarification on the Hearings Board approval, just to make sure I understand what the applicant is saying here.

- Tom Tillman: Oh, sorry, that we have approval for the development as presented with the package that City staff have provided you and they have Section 28 if I've got my right policy in place that there's certain matters that still have to be satisfied through the S.P.A. process.
- Councillor Squire: Thank you. Anything further in technical questions? There being none we will move on to the public.
- Catharine Saunders, City Clerk: Mr Chair Alex Farrell is here.
- Councillor Squire: Alright. I'm sorry, Barrell or Farrell? Barrell? Mr. Barrell?
- Alex Farrell: Sorry Mr. Chair, it's Alex Farrell.
- Councillor Squire: Farrell. I'm sorry about that. I heard something different.
- Alex Farrell: No problem.
- Councillor Squire: You have five minutes starting now.
- Alex Farrell: Thank you very much for your time today Mr Chair, Mayor Holder and Council members. My name is Alex Farell and I live across the street from Bankers Row in London. I escaped downtown Toronto in 2018 to take care of my mother who has Alzheimer's and to improve my quality of life. I've lived and travelled in most major Canadian cities and in many other parts of the world. I can honestly say that London is truly unique because of its history and its connection to nature; however, as a resident I am very concerned about this project. We are still living in a pandemic and people are still really hurting and struggling. Many business owners, small and large, have stepped up to combat and the pandemic and help the city in this time of need. As one of the city's large property owners how has Mr. Farhi helped the city in its time of need? Has he used temporary shelters for homeless people or essential workers with the vacant land properties that he owns? This project does not address the homelessness of London and the exodus of tenants from its urban center over the last twenty years. It mainly benefits Mr. Farhi to have the tallest tower in London all the way west to.
- Councillor Squire: Can I just, can I just stop you there if you don't mind.
- Alex Farrell: Sure.
- Councillor Squire: This, this is not an attack on a particular person or other things they may do. This is a planning application with regard to this particular development so I've given you a little bit of leeway but continuing personal attacks of any nature whoever it is, is not something that we're going to do here.
- Alex Farrell: Okay. No thank you for letting me know. Okay. Can I continue?
- Councillor Squire: Yep. Go ahead.
- Alex Farrell: Okay. Okay. While putting tremendous strain on the city's limited resources and infrastructure to reiterate other voices this project is a slippery slope and will set the precedent to open up the floodgates and there will be no turning back. Mr. Farhi has stated that this project will be his legacy. Londoners will then be welcome to Farhi tower from all angles. Is this really what Londoners want to be its most recognizable monument? It will take a considerable amount of time and effort on his part. Is he biting off more than he can chew? As a professional I am very concerned about this project. As well as a former corporate banker for large financial institutions I've analyzed and managed billions of loans involving commercial real

estate, infrastructure, structured securities and film and television production over my twenty year career. I've also managed relationships with municipalities, universities, school boards and hospitals. Based on extensive research my main concern with Mr. Farhi is his experience, his development experience, to complete a hundred million dollar project of this size. I would like to know what projects he has actually developed over the last twenty years, start to finish, that are even close to a hundred million dollars. Farhi is the interface. Being new to London Farhi is the interface for the City of London. You can see this through many buildings and signs he has throughout the city itself. He does hold many valuable heritage properties, we all know. This reminds me of the railroads hundred years ago and, most recently, Amazon. The City is taking major risks by transforming one of its fundamental heritage by-laws to accommodate one person. We are in a new era of higher inflation and possibly higher rising interest rates around the corner so time is of the essence for Mr. Farhi. An inexperienced developer could handcuff the City for eight years and will leave it with little to no bargaining power. Moreover, construction for a complex project of this size will likely be four to six years due to unforeseen circumstances like broken water main, structural deficiencies, protests and traffic jams. The City's also taking a major financing risk here, will Farhi step up for cost overruns to complete the project if things don't go as planned? What assurances the city have other than his work? Lenders, lenders take first charge on all assets and are first in line to get paid.

- Councillor Squire: You have one minute remaining.
  
- Alex Farrell: Thank you. What freed up, unencumbered assets does Mr. Farhi have that have not already been leveraged with debt? For a project of this nature, specially for a new developer without a proven track record most major lenders would require that the developer put in fifty percent equity as part of the financing plan. In conclusion, yes, London needs to build up housing in its core for everyone; yes, London needs property tax revenue from these projects but also London also needs the right projects for the city at the right time and to maintain the city for its residents. Its resources could be better spent on projects with developers that are benefiting the needs of the community not one single wealthy individual. Companies that employ and generate cash flow will change London, not companies that buy and hold assets and sell and trade heritage properties as a tax and financing mechanism for its overall business operations. This is fundamentally a tale of two cities - the City of London and the City of Farhi. The question.
  
- Councillor Squire: That's. Your. Your time is up, sir. Your time is up.
  
- Alex Farrell: Thank you.
  
- Councillor Squire: I'm sorry. Your time is up. Thank you very much for coming today. Who is next?
  
- Catharine Saunders, City Clerk: Marvin Simner.
  
- Councillor Squire: Mr. Simner? Mr. Simner?
  
- Marvin Simner: Sorry, I just turned the microphone on.
  
- Councillor Squire: Alright. You have five minutes sir. Go ahead.
  
- Marvin Simner: I was absent during the beginning part of the discussion here but I just wanted to share with you one thing - I'm talking on behalf of the London-Middlesex Historical Society. Our concern here has to do with the fact that Harris Park is listed as a designated Part V Downtown Conservation Heritage District as is the case with Victoria Park. This designation was adopted by the Municipal Council

in 2012 and fell under the Part V of the *Ontario Heritage Act* of 2013 which means that Harris Park is considered to be as central to London's history as is much of the heritage site as much of the heritage site as Victoria Park; therefore, we believe that Harris Park deserves the same degree of consideration as has been granted to Victoria Park although today both parks are used for a variety of purposes that benefit London's citizens throughout much of the year. City Council recently drafted recommendations to limit the height of all future buildings to be erected adjacent to Victoria Park in order to maintain the ambiance of this park. In keeping with these recommendations we believe that similar thought needs to be given by the Council to the height of the proposed residential tower which could also negatively impact the ambiance of Harris Park. We do not wish to discourage the corporation from constructing a tower on the site any means that can be enacted to reduce the height of this tower by ten to fifteen storeys would be very much appreciated. Thank you for your time.

- Councillor Squire: Thank you very much. Next speaker?
- Catharine Saunders, City Clerk: Kelley McKeating.
- Councillor Squire: Ms. McKeating.
- Kelley McKeating: I trust you can hear me?
- Councillor Squire: I can hear you. Go ahead whenever you are ready.
- Kelley McKeating: Thank you and I know I'm on the clock. Hello. My name is Kelly McKeating and I'm speaking on behalf of ACO London. What we're asking you today is for the City to follow its own rules. The staff recommendation in front of you is to interpret the 1989 Official Plan and The London Plan in a way that differs from how they're written in order to justify approval of the requested Official Plan and Zoning Amendments. We're asking you not to do that but to respect and uphold the spirit and intent of those Plans giving serious consideration to paragraph 802.5 of The London Plan which provides for the Zoning By-law to include regulations to ensure that the intensity of development is appropriate for individual sites. We believe that the current zoning for the property - no building taller than the current buildings should be given considerable weight. This is a National Historic Site and arguably the most important historic streetscape in London. By the 1960's Bankers Row, London's first financial district, in the 1840's had become decrepit and run down. The plan was to demolish the block, partly to make way for a widening of Queens Ave and partly to get rid of an eyesore. Concerned members of the University Women's Club saw things differently and took steps to prove the buildings were important. Under the leadership of President Jake Moore, Labatt Brewery purchased and restored the three buildings and built a modern four storey addition to the rear and down the hill, remaining sensitive to the historic streetscape as they adapted the property to house their head office. From the citizen activism to save the Ridout Street complex ACO London was born. From that restoration the principle of adaptive reuse of historic buildings was introduced to London. Since 1970 the Ridout Street complex has been in continuous use by organizations large and small and the historic streetscape has been retained until now. The PEC should consider paragraph 803.6 of The London Plan that recognizes the primacy of *Ontario Heritage Act* HCD and national historic site protections. The London Plan requires continuity and harmony with adjacent uses that are of architectural or historical significance. The sheer size of this contemplated development makes harmony impossible. We have no quibbles with the design or height of the proposed tower. Our concern is with its location - a forty storey building on the site so close to 451 Ridout that they would actually share a wall fails to meet the requirements of the downtown HCD Plan. To remind you, new and renovated buildings must ensure the conservation of character defining elements of the buildings it neighbours, be physically and visually compatible with the historic

place, respect the significant design features and horizontal rhythm of adjacent buildings and be designed to be sympathetic to the district heritage attributes. You should also seriously consider the 2015 OMB ruling set an important precedent for Ontario. It ruled that a thirty-two storey building could not be constructed adjacent to a designated property. The OMB determined that respectful separation distance was critical to conserving the heritage attributes of the neighboring designated property given the reasons for designation and the character defining features of the Ridout Street complex and Eldon House we expect that Eldon, that Eldon, LPAT or the courts might take a similar view here. Our members are also concerned about the impact this project would have on Harris Park, Eldon House and on the city's river focus. To develop.

- Councillor Squire: You have about one minute remaining.
- Kelley McKeating: Okay. To encourage public access to and use of the historic Forks of the Thames, a vote for these amendments today means you're undoing decades of broad based efforts to retain the Forks as a centerpiece for Londoners when other locations for increased density exist. We should also be concerned with the foreseeable issues that future Councils will have to deal with if this application proceeds, puts a large building on land that may well be in the flood plain in the future. There's no underground parking being proposed. The four levels of inground indoor parking would be all the above ground where the existing rear addition currently stands. You must turn down this application based on all of the safeguards enshrined in the Official Plan and Zoning By-law and HCD Plan. Based on the demonstrated desire of the public is expressed in the numerous letters you've received and based on the premise that this building should be built in a different location and we thank you for considering these points.
- Councillor Squire: Thank you very much. Next speaker?
- Catharine Saunders, City Clerk: Maggie Whalley.
- Councillor Squire: Hello Ms. Whalley.
- Maggie Whalley: Hello. Can you hear me?
- Councillor Squire: I can. You can go ahead as soon as you wish.
- Maggie Whalley: Thank you very much. I'm Maggie Whalley, North Centre Road and I have, I feel many objections to this proposal. I have so many I don't know where to start but I'll try to bring it down to a few points. It's already been pointed out to you that on historical grounds this site is basically the centerpiece of London's historical heart. The Heritage Impact Statement that I read for this proposal was completely inadequate in, in recording this and represents basically ignoring or disregarding the importance of this site. We know and we've been told tonight there at least two designations on this site and it is a National Historic Site. All of these documents speak of any new developments as having to respect character and they cite streetscapes and views and viewscapes as being as significant as the structures themselves. This development would diminish and trivialize these buildings reducing them to an unimportant footnote, I think. As well as distorting and obstructing views. Banker's Row can be seen from a distance and is highly visible and has a completeness all of its own. Talking about context now, this is a set, a part of an extremely important historical scene, harking back to the very beginnings of our city. Can't get more important than that. This striked tower would be out of place, incongruous and rather ridiculous on this site. The wall of glass and metal and plastic would loom over Eldon House garden casting it into shade and destroying the special sense of place of that locale. This large building would cut off views of the river and also help to destroy any connectiveness with the river for London which so many



people have wished for and planned for, for so long. To get into the site as we know it right on the flood plain they had to go forty storeys because they had such a small foot print and that is totally unacceptable. I hope people have seen the photos that I've been seeing recently of the many floodwaters that have inundated this site and as far as I know, no one else is allowed to build on the flood plain. From a public and a community perspective don't forget that it's not just us history buffs or heritage activists who have an interest in this. Every, every comment that I've seen on social media in the last few weeks has been in opposition to this development and that's a very unusual statistic. I think, I'm sure you are aware, that very rarely happens and this is also true of everyone that I've spoken to. The word "ridiculous" was often used. This is our city, our view, our river. From a design point of view, I, I wonder why we run after density at all costs. This forty storey tower would become the highest in London. Why in this place? It looms over and dwarfs heritage buildings, it blocks views. I'm sorry but black and white stripes do not mitigate any of this intrusiveness. It's, I think, ill-conceived, incongruous and too tall, far too close to heritage buildings. Density, yes, I'm totally in favor of that but don't abandon all other principles in that desire. Good planning, suitability of sites and even design and aesthetics.

- Councillor Squire: One minute left.
- Maggie Whalley. Okay. I'm almost done and don't let a development like this harm our history, our history which should be a source of pride to a mature city. Thank you very much.
- Councillor Squire: Thank you. Next speaker?
- Catharine Saunders, City Clerk: Susan Bentley.
- Councillor Squire: Ms. Bentley. Ms. Bentley?
- Catharine Saunders, City Clerk: Ms. Bentley we've asked you to unmute if you could unmute your audio please.
- Susan Bentley: Hello?
- Councillor Squire: Yes. We now are hearing you and you can start anytime you wish.
- Susan Bentley: I'm sorry I may be a heritage enthusiast but I'm also a dinosaur, especially when it comes to technology. I've, I've got a written presentation but I, I think I want to just forget it and say in the interest of brevity that I just would like to echo and repeat what Ms. McKeating and Ms. Whalley said. I think the letter that the ACO sent you was superb and extremely detailed but I just want to add a few things. It is my fervent hope this rezoning application is denied and that the current height and setback allowances be maintained by Planning Committee. Were the worst case scenario to happen and Council does agree to this application I would also hope that a very stringent type of design guideline be attached to any consent. The height needs to be significantly lower, for example, and the building's overall mass decreased. Members of the LACH should be part of the guidelines change so the heritage attributes of the Ridout buildings and Eldon House are taken into account and respected in the use of materials. On the overall design, the current design and we know that this can be subject to change doesn't really reflect the surrounding context. With all due respect to Mr. Tillman, he said it was dramatic and I know he's very proud of it and it is certainly extremely dramatic. Just not quite sure, as others have said, that it's in the right place. The downtown HCD Plan states that the City should influence the renovation or construction of modern era buildings so that it is done with regards to the District and complementary to the character and

streetscape. I would dearly love to see Mr. Farhi develop the Wright Lithography building into condos and the Elsie Perrin Williams Memorial Library on Queens Avenue undergo its projected transformation into the underpinnings of a high rise development when there are opportunities for intensification throughout the downtown. Do not destroy historic views and natural landscape. Why is development not directed to them? Please listen to the many voices from Londoners who are stating their objections and deny this application. Unlike Macbeth, I do not believe that he will be cursed who states hold enough and I'm afraid I have a question. I only recently became aware of this application to build anything on this site thanks to the ACO and it seems that the proposal has already moved quite far along in the approvals process. My question is if these exceptions to the Zoning By-law are not allowed will the building be constructed anyway? Can a Committee Member or staff person inform us please?

- Councillor Squire: I will make sure that happens.
- Susan Bentley: Thank you so much. Thank you for your attention and thank you for allowing us to speak.
- Councillor Squire: Thank you very much. Next speaker.
- Catharine Saunders, City Clerk: Nancy Tausky.
- Councillor Squire: Ms. Tausky?
- Nancy Tausky: Hello. Am I unmuted?
- Councillor Squire: Nope, you're, we can hear you.
- Nancy Tausky: Okay. That's good. My comments, to echo some that have already been made, and I will try to, therefore, be very brief. I'm looking at things from a slightly different point of view. Thinking that this rezoning application is in fact the major. It, in fact, involves a major decision to be made with this site and, given that, it seems to me that there should be a lot more information that one usually finds in a site plan proposal, for example, Heritage Planners report talking about the historical importance of the buildings here and secondly, some substantial mention of the relationship between the river and these sites. This has been touched on by other people but I think a little elaboration is appropriate here. Governor Simcoe seized on this site for his new town on maps even before arriving in Canada because of the convergence of the river and the need for river transportation. This was his new London and his new Thames for his new Britain and his wife chose the site where Eldon House was eventually built as the site for her new home. Just one moment. I have to hang up. Bye. I'm sorry about that. Increasingly from the late 19th century on this site has been one for public enjoyment with its baseball diamond, boathouses, sulfur springs, picnic grounds, horse races, trails and increasingly festivals of various sorts and from the time of those first. I'm so sorry. From the time of those first forms of entertainment when we were having, when people were having the first horse races below the courthouse, people have been able to look up at these early buildings and be aware of the relationship between the river and the entertainment and London's origins. The third thing that's missing here is the well thought out report from LACH. I don't understand why Council hasn't been able to look at those comments when making their consideration about this, when making their decision about this proposal and finally, or not finally, I'm sorry, there should have been more, I think, on the effect that this will have on Eldon House and one's experience of the Eldon House grounds and the views from Eldon House grounds which were so important in its original siting. I don't understand why some consideration hasn't been given to the rationale for the previous zoning that we're now proposing to get rid of. It was attempting to unify this idea of heritage with the

idea of the river and I think that's a very important concept in the uses that have been made of the site and finally, I'm wondering why heritage considerations weren't an important, or why heritage.

- Councillor Squire: One minute. One minute remaining.
- Nancy Tausky: I'm wondering why people representing heritage considerations weren't involved in those original considerations back around 2012. This has been going on all this time and still it seems now that Council is being asked to make a decision on the rezoning for this massive property without really hearing a complete account of the other side of the picture. I don't think this is fair to Council, I don't think it's fair to the citizens of London and I agree with Maggie Whalley in thinking that intensification has an important place in London but that doesn't make it in all places. To misquote the author's idea about love conquering all, intensification should not.
- Councillor Squire: You have now, you have now hit five minutes. Please wrap up.
- Nancy Tausky: Yep. I'm done.
- Councillor Squire: Thank you very much. Next speaker?
- Catharine Saunders, City Clerk: AnnaMaria Valastro.
- Councillor Squire: Ms. Valastro.
- AnnaMaria Valastro: I am here to read a letter from my neighbor who couldn't be here tonight. Dear Councillors and Mayor Holder, I was both saddened and horrified to learn that Mr. Farhi is attempting to build a 40-storey building along the Thames River. The building will radically impact the look and feel of the entire neighbourhood from all directions, affect the wildlife, change the peacefulness of a walk along the river, as well as impact concerts and other events in Harris Park. It will ruin London for generations to come. I am not opposed to big buildings, but it is imperative the impact of a building be measured against the harm to those who live in, and regularly use the area, as well as how well the building fits with its surroundings. I am currently a victim of what I consider an unnecessary large building on Richmond Street near Dufferin. Since I moved to John Street over a year ago, the view from my kitchen has radically changed from sky, trees and a few rooftops to a monolithic apartment building. I also see the building every time I walk down Richmond Street. It is jolting to the senses as it does not fit the historic neighbourhood at all. The same will be true of Mr. Farhi's proposed building as it will dwarf everything around it. I lived in the Blackfriars neighbourhood for 28 years and like many Londoners regularly walked along the river, crossed over the Dundas Street Bridge on route to the market and the rest of downtown. Sadly, I can easily imagine how horrible it will be to take that same walk and have a mammoth 40-storey building blocking the view, and destroying the ambience of the historic neighbourhood. It is truly a heartless move to approve this proposal. As well, Mr. Farhi and other builders in London know it is likely the approval of one 40-storey building on the river will set the precedent for more of the same in the future. Please stop the carnage while you can. This is by Jill Jacobson at 189 John Street, London, and I just want to add one quick note, the birds from the river, it can't, the building can't be bird friendly from the river side because the birds need to, need space to get the height they need to clear the building. I just want to make that note because it was raised by the Planner but you can't say things like that unless you actually, you can't say you're making a building bird friendly unless you understand where it is and how the birds take flight so I know a little bit about that so I just wanted to tell you that and that's, that's everything. Thank you again.
- Councillor Squire: Thank you. Next speaker?
- Catharine Saunders, City Clerk: Patricia Morley Forster.

- Councillor Squire: Ms. Morley Forster. Ms. Morley Forster?
- Patricia Morley Forster: Good evening. Can you hear me?
- Councillor Squire: I can hear you now and you can start any time you like. You have five minutes.
- Patricia Morley Forster: Okay. Thank you. Thank you Mr. Chair and Councillors. The other speakers have spoken very eloquently and thoughtfully about the potential negative impact of this very, very high tower. I just wanted to give a slightly personal view. My husband and I, through the pandemic, and also with friends have visited Harris Park, visited the waterfront much more than in the past and we have really been struck by the beauty of this area. We now understand that the Back to the River projects are trying to promote this green space and take advantage of the water front and I just think that this is a very retrograde step in that it would reduce access from the downtown to the waterfront rather than, as Mr Tillmann suggested, would link the down, link the downtown to the waterfront. It would be the exact opposite. We are not opposed to densification of the core and we are considering moving downtown but certainly not into this size of building. When I think of heritage, when I think of tourist draws and draws to locals, you think of the Stratford waterfront, the Goderich, St. Thomas, all of those places have used heritage to their advantage to make the streetscape pedestrian friendly and draw people down there to relax and this tower does the exact opposite both, of both. I will say destroying heritage but it may possibly ultimately damage both Eldon House and the Labatt's buildings, we just don't know with the foundation of a forty storey building. That is a concern but the visual streetscape will be destroyed and the green spaces will be also destroyed in ways that we don't even understand. The previous speaker mentioned about the bird pathways and the flood plain is a concern to myself and my husband. That's all I have to say. I know that the ACO wrote a very detailed report and I don't think all of the questions that were raised in that have been addressed tonight. We only heard of this on Saturday through The London Free Press article and I assume that many, many Londoners have also just heard of this, really, in the last twenty four hours. Thank you Mr. Chair.
- Councillor Squire: Thank you. Next speaker.
- Catharine Saunders, City Clerk: Susan Bradman.
- Susan Bradman: Yes, can you hear me?
- Councillor Squire: Yes I can and whenever you want to start you have five minutes.
- Susan Bradman: Okay. Thank you very much. Thank you for letting me speak today and thank you to all the compelling speakers that have gone before me. When I read Saturday's story in The Free Press about Mr Farhi's proposal for his property near the Forks, I was really shocked. I, I posted the information on Facebook, spoke to family and friends and then I canvassed my neighborhood. I live in Oakridge. I got the same reaction, most people hadn't even heard of Farhi's proposal to erect a skyscraper at the Forks of the Thames right in the center of London's small but highly valued historical area. They were angry and saddened that this might happen without proper public debate or information sessions in the middle of a covid lockdown. My question to the Councillors is do you really feel due diligence has been given to inform the residents of London about this extremely important decision that has the potential to shake the entire downtown core immeasurably? Mr. Farhi, as you know, owns a large number of buildings in the downtown core, many of which are sitting empty and have been for some time so he has many locations to choose from to build his flagship skyscraper: the old free press building sitting empty would sustain a forty foot storey high skyscraper without presenting many of the foreseeable concerns that may also rise up with this current location choice if construction were allowed and some of the concerns that I received from my neighbors were the flood

plain, we were all kind of under the impression that the parking would have to be above ground because this was on the flood plain, the traffic flow through the Forks area which is already slow during non Covid rush hours and that can really, you can sit there for quite a while when you're heading down to Wharncliffe . Would be further hampered during and after construction with people pulling in for parking into this unit. A forty story skyscraper would block the sunlight falling on the Eldon House and its gardens and change the peaceful surrounding of this block immeasurably. London has managed to save three of the five historical buildings and Bankers Row but what guarantees, if any, can Mr. Farhi and his company provide that those buildings will remain intact and not be structurally damaged? There's been a fire in one of those buildings already, on September 24, 2018 and security, I walked around those buildings the other day with a friend, security definitely seems to be very limited. As a matter of fact there's a lot of homeless people living at the base of it. What environmental impact studies have been done in relation to the effect of construction and usage in the area outside the Planning Department? In conclusion I know Londoners care about this city and I remember over two thousand people who circled the Talbot Street block to protest the demolition of the Talbot Street Inn. That demolition started at 7:30 in the morning on a Sunday morning while most lenders were sleeping. That was a gut punch. Please don't be so blindsided again. Please postpone this vote until after the lockdown and after Londoners have been fully informed on this crucial decision to the downtown. To allow this project to go forward during the lockdown and the pandemic is unconscionable. Most Londoners have been restricted to their homes and their neighborhoods and if you drove down Dundas Street today from the west to the east you would see a core that is presently being used essentially by non-taxpayers. Is this an appropriate time to vote on this proposal? Please take time to inform the people of London. Thank you.

- Councillor Squire: Next speaker? Those are the, as I understand it, the public speakers today so I'll need a motion to close the public participation meeting.

# Community and Protective Services Committee

## Report

9th Meeting of the Community and Protective Services Committee  
June 1, 2021

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

ALSO PRESENT: J. Bunn and J. Taylor

Remote Attendance: Councillor M. van Holst; M. Banuelos (LMCH), M. Butlin, I. Collins, C. Cooper, K. Dickins, A. Dunbar, S. Glover, W. Groves (LMCH), L. Hancock, O. Katolyk, G. Kotsifas, L. Livingstone, K. Murray, J. Raycroft, C. Smith, B. Westlake-Power

The meeting was called to order at 4:00 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors M. Salih, A. Kayabaga and S. Hillier

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Lewis

Seconded by: S. Hillier

That Items 2.1 to 2.7 BE APPROVED.

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

**Motion Passed (6 to 0)**

#### 2.1 4th Report of the Animal Welfare Advisory Committee

Moved by: S. Lewis

Seconded by: S. Hillier

That the 4th Report of the Animal Welfare Advisory Committee, from its meeting held on May 6, 2021, BE RECEIVED.

**Motion Passed**

#### 2.2 2nd Report of the London Housing Advisory Committee

Moved by: S. Lewis

Seconded by: S. Hillier

That the 2nd Report of the London Housing Advisory Committee, from its meeting held on May 12, 2021, BE RECEIVED.

**Motion Passed**

#### 2.3 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

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

That the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on May 20, 2021, BE RECEIVED.

**Motion Passed**

2.4 LMCH – CMHC Co-Investment Letter of Intent

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law, as appended to the staff report dated June 1, 2021, BE INTRODUCED at the Municipal Council meeting to be held on June 15, 2021, to:

- a) authorize and approve the Letter of Intent, as appended to the above-noted by-law, between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing and The Corporation of the City of London to initiate a loan agreement, through the National Housing Co-Investment Fund;
- b) authorize the Mayor and the City Clerk to execute the above-noted Letter of Intent; and,
- c) authorize the Mayor and the City Clerk to approve any future amended versions of the above-noted Letter of Intent. (2021-F11/S11)

**Motion Passed**

2.5 SkillsAdvance Ontario (SAO) Employment Services for Manufacturing Sector Update

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report dated June 1, 2021, with respect to an update on the SkillsAdvance Ontario (SAO) Employment Services for the Manufacturing Sector, BE RECEIVED. (2021-S04)

**Motion Passed**

2.6 City of London Additional Short Term Supports for Unsheltered Individuals

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report dated June 1, 2021, related to the City of London Additional Short Term Supports for Unsheltered Individuals:

- a) the above-noted staff report BE RECEIVED;
- b) a one-time funding allocation through a single source procurement (#SS21-09) to Ark Aid Street Mission on behalf of the WISH Coalition of up to \$1,150,000 (excluding HST) for the extension of services until Dec 31, 2021, to support individuals currently residing at the York Street pop

up shelter through the operation of a low-barrier overnight response at an alternate location BE APPROVED;

c) the Civic Administration BE DIRECTED to explore opportunities and report back to the Community and Protective Services Committee on June 22, 2021 with an implementation plan related to temporary expansion of the following support programs:

i) temporarily increasing capacity in existing housing support programs until March 31, 2022 to support individuals currently residing in emergency shelter for a period greater than 365 days;

ii) temporarily increasing the number of shelter or resting space beds up to a maximum of 20 additional beds until September 30, 2021 for individuals experiencing unsheltered homelessness;

iii) implementation of 24/7 staff supports model for the 13 Head Lease units until December 31, 2021; and,

iv) work with community partners to operationalize a hygiene facility for individuals and families experiencing homelessness for July and August 2021;

d) the Civic Administration BE DIRECTED to work with community providers to determine where Day Spaces can be reopened to meet the needs of individuals experiencing homelessness; and,

e) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary in relation to this report. (2021-S14)

**Motion Passed**

2.7 2019-2022 Multi-Sector Service Accountability Agreement - Dearness Home Adult Day Program and the South West Local Health Integration Network - Declaration of Compliance - April 1, 2020-March 31, 2021

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Social and Health Development, the Deputy City Manager, Social and Health Development BE AUTHORIZED to execute the Declaration of Compliance, as appended to the staff report dated June 1, 2021, with respect to compliance with the terms of the 2019-2022 Multi-Sector Service Accountability Agreement for the Dearness Home Adult Day Program for the reporting period April 1, 2020 to March 31, 2021. (2021-S02)

**Motion Passed**

### **3. Items for Direction**

3.1 Post June 30, 2021 Strategy for High Acuity Homelessness - S. Campbell, Ark Aid Mission - REQUEST FOR DELEGATION STATUS

Moved by: S. Lewis

Seconded by: S. Hillier

That the request for delegation from S. Campbell, Ark Aid Mission, with respect to a post June 30, 2021 strategy for high acuity homelessness, BE APPROVED for a future meeting of the Community and Protective Services Committee; it being noted that a communication from S. Campbell, as appended to the agenda, with respect to this matter, was received. (2021-S14)



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

**Motion Passed (6 to 0)**

**4. Deferred Matters/Additional Business**

4.1 Deferred Matters List

Moved by: S. Hillier

Seconded by: E. Holder

That the Deferred Matters List for the Community and Protective Services Committee, as at May 21, 2021, BE RECEIVED.

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

**Motion Passed (6 to 0)**

**5. Adjournment**

The meeting adjourned at 4:30 PM.

# Corporate Services Committee

## Report

9th Meeting of the Corporate Services Committee  
May 31, 2021

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

ALSO PRESENT: M. Ribera, B. Westlake-Power

Remote Attendance: Councillors S. Lewis, J. Helmer and S. Hillier; L. Livingstone, A. Barbon, B. Card, S. Corman, M. Daley, J. Dann, J. Raycroft, C. Saunders, K. Scherr, M. Schulthess, K. Shahata, B. Warner.

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

That items 2.1 to 2.6 BE APPROVED, excluding item 2.3.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.1 Recommendation to Award RFP 21-24 Network Connectivity Services

Moved by: M. van Holst  
Seconded by: E. Pelozza

That, on the recommendation of the Director, Information Technology Services, the following actions be taken with respect to the award of the contract for Request for Proposal (RFP) 21-24 Network Connectivity Services as per City of London Procurement Policy Section 12.2 (b), requiring Committee and City Council approval for Request for Proposal awards greater than \$100,000:

a) the proposal submitted by Rogers Communications Canada Inc., 800 York Street, London, ON, N5W 2S9 for network connectivity services in the estimated annual amount of \$153,479.64 (exclusive applicable taxes), for a three (3) year term, and an option to renew the contract for two (2) additional one (1) year terms each at the sole discretion of the City of London, BE ACCEPTED in accordance with section 12.0 of the Procurement of Goods and Services Policy;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase; and,

c) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

**Motion Passed**

## 2.2 2022 Municipal Election Update

Moved by: M. van Holst  
Seconded by: E. Pelosa

That, on the recommendation of the City Clerk, the following actions be taken with respect to the 2022 Municipal Election:

a) the City Clerk BE DIRECTED that as elementary and secondary schools are used as voting locations, the local school boards be requested to consider scheduling a Professional Development on Voting Day, October 24, 2022;

b) the proposed by-law as appended to the staff report dated May 31, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 15, 2021 to establish the following advance voting dates and times:

Saturday, October 8, 2022 from 10:00 AM to 8:00 PM  
Tuesday, October, 11, 2022 to Saturday, October 15, 2022, inclusive, from 10:00 AM to 8:00 PM; and

c) the proposed by-law as appended to the staff report dated May 31, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 15, 2021 to authorize the use of poll optical scanning vote tabulators, voting by mail, and proxy voting for the 2022 Municipal Election;

d) NO FURTHER ACTIONS BE TAKEN with respect to adopting a candidate contribution rebate by-law or implementing internet voting in advance of the 2022 Municipal Election; and,

e) the staff report dated May 31, 2021 entitled "2022 Municipal Election Update" BE RECEIVED for information.

**Motion Passed**

## 2.4 Standing Committee Meetings and Annual Meeting Calendar

Moved by: M. van Holst  
Seconded by: E. Pelosa

That, on the recommendation of the City Clerk, the annual meeting calendar, as appended to the staff report dated May 31, 2021, for the period January 1, 2022 to December 31, 2022 (Appendix "A"), BE APPROVED; it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation.

**Motion Passed**

2.5 Agency, Board and Commission Asset Management Maturity Assessment Review

Moved by: M. van Holst  
Seconded by: E. Peloza

That on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated May 31, 2021 with respect to Agency, Board, and Commission Asset Management Maturity Assessment review BE RECEIVED for information.

**Motion Passed**

2.6 Declare Surplus - Portion of City-Owned Property - Part of Carfrae Park East

Moved by: M. van Holst  
Seconded by: E. Peloza

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a portion of City-owned parkland, known as part of Carfrae Park East, as outlined on the location map attached as Appendix "A" to the staff report dated May 31, 2021, 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**

2.3 Review of Ward Boundaries Update

Moved by: M. van Holst  
Seconded by: E. Peloza

That the report dated May 31, 2021 entitled "Review of Ward Boundaries Update" BE RECEIVED.

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

**Motion Passed (6 to 0)**

Voting Record:

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

That the City Clerk BE DIRECTED to proceed to arrange a Public Participation Meeting, including any necessary information, at a future meeting of the Corporate Services Committee, with respect to the following proposed ward boundary adjustment as outlined in the staff report dated May 31, 2021 with respect to this matter:

- a) Option 4 - Ward 7 Masonville Area to Ward 5; Ward 5 Fanshawe Park Road Area to Ward 3; and,
- b) Option 7 - Ward 4 Hale Street Area to Ward 2.

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

Motion to approve part a)

That the City Clerk BE DIRECTED to proceed to arrange a Public Participation Meeting, including any necessary information, at a future meeting of the Corporate Services Committee, with respect to the following proposed ward boundary adjustment as outlined in the staff report dated May 31, 2021 with respect to this matter:

a) Option 4 - Ward 7 Masonville Area to Ward 5; Ward 5 Fanshawe Park Road Area to Ward 3; and,

Yeas: (3): M. van Holst, J. Morgan, and E. Pelosa

Nays: (3): M. Cassidy, A. Kayabaga, and E. Holder

**Motion Failed (3 to 3)**

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

Motion to approve part b)

That the City Clerk BE DIRECTED to proceed to arrange a Public Participation Meeting, including any necessary information, at a future meeting of the Corporate Services Committee, with respect to the following proposed ward boundary adjustment as outlined in the staff report dated May 31, 2021 with respect to this matter:

b) Option 7 - Ward 4 Hale Street Area to Ward 2.

Yeas: (3): M. van Holst, J. Morgan, and E. Pelosa

Nays: (3): M. Cassidy, A. Kayabaga, and E. Holder

**Motion Failed (3 to 3)**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Province of Ontario – Request for Comment – Code of Conduct for Members of Council and Report on the Town of Collingwood Judicial Inquiry

Moved by: J. Morgan  
Seconded by: E. Pelosa

That on the recommendation of the City Clerk, the following actions be taken with respect to the Code of Conduct for Members of Council:

a) the report dated May 31, 2021 entitled “Province of Ontario – Request for Comment – Code of Conduct for Members of Council and Report on the Town of Collingwood Judicial Inquiry”, BE RECEIVED;

b) the City Clerk BE REQUESTED to include in the contract with the next City of London Integrity Commissioner requirements for reporting to the Municipal Council with respect to a Lobbyist Register, and to provide

recommendations to the Council on any related current reviews being undertaken in the Province; and,

c) the Government of Ontario BE ADVISED that the City of London Council supports the recommendations of the Association of Municipalities of Ontario, as outlined in the above-noted report with respect to this matter.

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

**Motion Passed (6 to 0)**

4.2 Application - Issuance of Proclamation - Childhood Cancer Awareness Month

Moved by: M. van Holst

Seconded by: J. Morgan

That based on the application dated April 29, 2021 from Childhood Cancer Canada, the month of September, 2021 BE PROCLAIMED Childhood Cancer Awareness Month.

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

**Motion Passed (6 to 0)**

**5. Deferred Matters/Additional Business**

5.1 (ADDED) Application - Issuance of Proclamation - Longest Day of Smiles

Moved by: M. van Holst

Seconded by: M. Cassidy

That based on the application dated May 25, 2021 from Operation Smile Canada, June 20, 2021 BE PROCLAIMED as Longest Day of Smiles.

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

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

Yeas: (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 1:48 PM to 1:57 PM.

**7. Adjournment**

Moved by: J. Morgan

Seconded by: E. Pelozza

That the meeting be adjourned.

**Motion Passed**

The meeting adjourned at 2:00 PM.

June 9, 2021

The Mayor and Members of Council:

Re: Emergent Motion – Hyde Park Road Terrorist Attack

The undersigned are seeking support of the following Emergent Motion with respect to the June 6, 2021 Hyde Park Road Terrorist Attack.

Leave

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce the following emergent motion from Councillor Mo Salih and Councillor Arielle Kayabaga with respect to the June 6, 2021 Hyde Park Road Terrorist Attack.

Emergent Motion

In response to the June 6, 2021 Hyde Park Road Terrorist Attack, the undersigned are seeking support of the following motion condemning the actions that occurred:

WHEREAS the Municipal Council of The Corporation of the City of London unequivocally denounces the June 6, 2021 Islamophobic Attack at Hyde Park Road and South Carriage Road;

AND WHEREAS the Municipal Council denounces, in the strongest terms, Islamophobia and commits to end Islamophobia and hate; and,

AND WHEREAS the Municipal Council acknowledges that Islamophobia exists in London;

NOW THEREFORE IT BE RESOLVED THAT the following actions be taken in response to the June 6, 2021 Hyde Park Road Islamophobic Attack:

- a) the Civic Administration BE DIRECTED to work with the local Muslim community, the Community Diversity and Inclusion Strategy, and stakeholders to help end Islamophobia and report back on the outcomes of that work, including the identification of a source of funding, if applicable, to properly fund initiatives to assist with the implementation of these initiatives;
- b) the Civic Administration BE DIRECTED to seek input from the Muslim community to determine appropriate means by which The Corporation of the City of London can remember and honour the victims; and,
- c) the Civic Administration BE DIRECTED to work with the local Muslim community and report back on how The Corporation of the City of London can highlight and honour the contributions of the London Muslim community.

Respectfully submitted,



Mo Salih  
Councillor, Ward 3



Arielle Kayabaga  
Councillor, Ward 13





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

London  
CANADA

June 9, 2021

The Mayor and Members of Council:

Re: Emergent Motion – Hyde Park Road Terrorist Attack

On June 8<sup>th</sup>, Members from all major parties from both the Federal and Provincial Governments joined Members of Council at the London Muslim Mosque for a vigil in support of the victims of the attack that occurred on June 6<sup>th</sup> on Hyde Park Road. That evening, a call was made for a National Action Summit on Islamophobia, specifically:

“We call on all levels of government – federal, provincial, territorial, municipal – across the country to come together for a National Action Summit on Islamophobia to take immediate action on dismantling both violent forms of Islamophobia and systemic Islamophobia.” (Source: <https://www.nccm.ca/london/>)

In response to the call for action, the undersigned are seeking support of the following amendment to the Emergent Motion submitted by Councillor M. Salih and Councillor A. Kayabaga regarding this matter:

That the proposed Emergent Motion submitted by Councillor M. Salih and Councillor A. Kayabaga, with respect to this matter BE AMENDED, by adding the following new part d):

d) the Municipal Council SUPPORTS the call for a National Action Summit on Islamophobia and stands ready to participate in any Summit or related intergovernmental effort to dismantle all forms of Islamophobia.

Respectfully submitted,

Josh Morgan  
Deputy Mayor  
Councillor, Ward 7

Ed Holder  
Mayor



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

London  
CANADA

June 9, 2021

The Mayor and Members of Council:

Re: Proclamation – Indigenous Peoples Day – June 21, 2021

Priority 1 of the Community Diversity and Inclusion Strategy is “Take concrete steps toward healing and reconciliation.” Brian Hill, Chair of the Priority 1 working group, has submitted a request to proclaim June 21, 2021 as Indigenous Peoples Day in the City of London. Given the time sensitivity of this request, I am seeking support for 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 Jesse Helmer of the application from Brian Hill, Chair of CDIS Priority 1, submitted on June 8, 2021, to proclaim June 21, 2021 “Indigenous Peoples Day”.

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 June 8, 2021 from Brian Hill, Chair of CDIS Priority 1, June 21, 2021 BE PROCLAIMED “Indigenous Peoples Day.”

Respectfully submitted,

Jesse Helmer  
Councillor, Ward 4

Elizabeth Peloza  
Councillor, Ward 12

## 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](mailto:ClerksApprovalRequests@london.ca) or mailed to City Hall, P.O. Box 5035 LONDON, ON, N6A 4L9.

### Request details

Name of Organization	
Community Diversity and Inclusion Strategy (CDIS) Implementation Body	
<b>Date Proclamation Required</b>	
June 21, 2021	
<b>Proclamation Name</b>	
National Indigenous Peoples Day	
<b>Proclamation Type (day, week or month)</b>	
Day	
<b>Category (public awareness campaigns), (charitable fundraising campaigns), (arts and cultural celebrations)</b>	
Date of National Significance	
<b>Requester Name</b>	
Brian Hill Chair, CDIS Priority 1: Take concrete steps towards healing and reconciliation	
<b>Requester Telephone Number</b>	
<b>Requester Email Address</b>	
<b>Requester Address</b>	
London, Ontario N6E 1J4	
<b>Provide details of your Organization's Connection to London</b>	
Created by the community through extensive engagement, London's <a href="#">Community Diversity and Inclusion Strategy</a> (CDIS) represents a collective plan for building a more inclusive city united around the vision: London is a diverse and inclusive community that honours, welcomes and accepts all people; where people have the power to eliminate systemic oppressions.  The CDIS is premised on community-driven change; volunteers in the community provide critical leadership in the development and implementation of CDIS initiatives.	
<b>Required Supporting Documents</b>	
<ul style="list-style-type: none"><li>• Detail information on the Organization</li><li>• Detail information on the Event</li><li>• Confirmation of authorization from the Organization to submit the request</li></ul>	
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
<b>NOTICE OF COLLECTION OF PERSONAL INFORMATION</b>	
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 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489, ext. 4937, email: <a href="mailto:csaunder@london.ca">csaunder@london.ca</a>	

Bill No. 269  
2021

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

A by-law to confirm the proceedings of the  
Council Meeting held on the 15<sup>th</sup> day of June,  
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 June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

Bill No. 270  
2021

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

A by-law to approve and authorize the execution of the Letter of Intent, and any future amended versions, between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing and The Corporation of the City of London, to initiate a loan agreement through the National Housing Co-Investment Fund to support repairs to London and Middlesex Community Housing's portfolio of housing.

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: i) economic, social and environmental well-being of the municipality, including respecting climate change; and ii) financial management of the municipality;

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

1. The Letter of Intent between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing and The Corporation of the City of London, ("Letter of Intent") to initiate a loan agreement through the National Housing Co-Investment Fund, attached as Schedule "1" to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Letter of Intent authorized and approved under section 1 of this by-law.
3. The Mayor and the City Clerk are hereby authorized to approve any future amended versions of the Letter of Intent between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing and The Corporation of the City of London, to initiate a loan agreement through the National Housing Co-Investment Fund.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

## Schedule 1

Canada Mortgage and Housing Corporation  
Société canadienne d'hypothèques et de logement



cmhc.ca

### LETTER OF INTENT

This Letter of Intent (“**LOI**”) is dated for reference the 22<sup>nd</sup> day of February 2021 and is made effective as of this date.

Between:

Canada Mortgage and Housing Corporation (“**CMHC**”)

and

London and Middlesex Community Housing Corporation (“**LMCH**”)

and

The Corporation of the City of London (the “**City of London**”)

**WHEREAS**, CMHC through the National Housing Co-Investment Fund (the “**Co-Investment Fund**”) seeks to support the development of affordable housing;

**AND WHEREAS**, LMCH has submitted an application to CMHC for funding available through the Co-Investment Fund to support the repair of 2,082 housing units, within 13 buildings in the City of London under the Co-Investment Fund (LMCH may also be referred to as the “**Borrower**”), such repairs to be done on a portfolio basis;

**AND WHEREAS**, City of London has agreed to guarantee the payment and performance obligations of LMCH pursuant to the application (the “**Guarantor**”);

**AND WHEREAS**, the 2,082 housing units in the City of London may be referred to as the portfolio (the “**Portfolio**”);

**NOW THEREFORE** the parties enter into this letter of intent as follows:

1. CMHC has conditionally allocated \$40,136,090.00<sup>1</sup> in funding for the Portfolio over a 7-year period, ending no later than December 31, 2027 that consists of up to \$24,602,101.00 in repayable loans (\$11,866 per unit or 36% of total costs) and up to \$15,533,989.00 in forgivable<sup>2</sup> loans (\$7,461 per unit or 22.65% of total cost). This represents the maximum aggregate funding allocated for the Portfolio and such funding shall form no more than 58.52% of the total overall Portfolio budget of \$68,583,866.00.
2. Please note that CMHC reserves the right to recommit all or part of the Co-Investment Funding Amount to another project in the event the Applicant is not able to satisfy the requirements or if the costs of the repairs are less than the budget submitted by the Applicant. Any decrease in total cost may lead to a proportional decrease in CMHC's funding.
3. The Borrower is committed to developing the Portfolio over a 7 year period, ending no later than December 31, 2027 and achieving Co-Investment Fund requirements including, but not limited to:

  - i. affordability will be maintained for at least 20<sup>3</sup> years from the first anniversary date of the last day of the funding tranche based on units occupied in a particular year such that rents for a minimum of 50% of the units will be on average below 50% of the median market rental rate<sup>4</sup>;
  - ii. energy consumption and greenhouse gas emissions are reduced by at least 25% relative to the pre-repair levels which shall be demonstrable using modelling acceptable to CMHC; and
  - iii. at least 20% of the units will meet or exceed accessibility criteria required for the Co-Investment Fund. The Borrower will provide reporting and information in respect of LMCH's funding commitments as required and determined by CMHC, and LMCH consents to CMHC auditing such aforementioned commitments in respect of the aforementioned funding.
4. The Borrower Monitoring of the achievement of these requirements will be done during the repair period to ensure all requirements are met on a Portfolio level.
5. The Borrower acknowledges and agrees that a material increase or decrease in the total project costs or the number of housing units may affect the amount of funding outlined herein. Borrower acknowledges and agrees that cost increases and overages are the sole responsibility of Borrower.
6. The Guarantor agrees to provide an unlimited payment and performance guarantee and indemnity agreement for all of the obligations of LMCH and the City of London pursuant to the Portfolio, this LOI and all term sheets, loan agreements and all other agreements related hereto.
7. In addition to the Guarantee described in Section 4 above, additional security for the loans set forth in paragraph 1 above shall be structured as follows: (i) LMCH will provide, with respect to all properties in the Portfolio, acceptable to CMHC, an account security agreement, an operating agreement relating to the obligation of the LMCH to adhere to certain covenants (including but not limited to, energy efficiency,

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<sup>1</sup> The conditionally allocated amount described herein remains subject to any approval CMHC must obtain, including but not limited to, any confirmation of appropriations required by the Government of Canada.

<sup>2</sup> Forgiveness is earned over 20 years (1/20<sup>th</sup> per year) from the date of last advance for a particular tranche.

<sup>3</sup> Funding to be disbursed on quarterly basis, or at interval to be negotiated by CMHC and LMCH as required. Target affordability is applicable from the date of last advance for that particular loan tranche as described in paragraph 2 of the LOI.

<sup>4</sup> As described in the most recent CMHC rental market survey (or any successor publication).

affordability and accessibility) relating to the Portfolio during and after the expiration of the construction period, satisfactory PPSA registrations, and any other security as CMHC may require.

8. LMCH acknowledges and agrees to provide CMHC with a tenant placement plan for tenants that will be displaced as a result of the revitalization of the existing project sites in the Portfolio.
9. LMCH agrees to provide CMHC with (a) an opinion of an insurance consultant; and (b) a cost consultant report substantially in the form attached hereto as Schedule “A”.
10. LMCH and the City of London, each acknowledge and agree to that should the parties proceed with the transactions contemplated in this LOI, that LMCH and the City of London have or will promptly obtain all appropriate authorizations to borrow the funds or enter into the necessary guarantee and indemnification agreements contemplated hereunder and to enter into all agreements necessary including but not limited to, loan, security and other required agreements with CMHC.
11. LMCH and the City of London each acknowledge and agree that during the course of its respective participation in the application to any of above initiatives, each party may receive documents, materials and other information from CMHC containing confidential and proprietary information and CMHC may provide LMCH and the City of London with additional materials or information relevant to applications or the Co-Investment Fund (collectively referred to herein as the “**Confidential Material**”). Unless CMHC otherwise consents in writing to disclosure of the applicable Confidential Material or, unless the disclosure of the applicable Confidential Material is required by a legal or regulatory authority, such Confidential Material shall be kept confidential and shall be used by LMCH and the City of London only in connection with the proposal.
12. No announcement relating to this LOI or any related funding provided by CMHC may be made prior to receiving written approval from CMHC.
13. It is expressly acknowledged and agreed that the LOI in no way constitutes the creation of a partnership or a joint venture between the parties. This LOI is intended to facilitate cooperation, collaboration, and coordination between the parties and is not intended to be legally binding or enforceable by the courts. The parties agree to act in good faith towards their mutual goal of providing affordable housing.
14. The parties further acknowledge that this LOI and any resulting arrangement between CMHC and LMCH and the City of London remains subject to there being a Parliamentary appropriation, pursuant to the Financial Administration Act (Canada) for the Fiscal Year in which the payment is to be made. CMHC has no liability in case of no or insufficient appropriations for CMHC funding or for CMHC undertakings in the aggregate.

[Signature Pages follow]



Whereupon this LOI has been executed by authorized officials of the parties hereto:

**ACKNOWLEDGED AND AGREED BY CANADA MORTGAGE AND HOUSING CORPORATION**



Name: Caroline Sanfaçon  
Title: VP Housing Solutions, Multi-Unit

February 22, 2021  
**Date**



Name: Simon Lahoud  
Title: Director, Financing Prioritization and Allocation – Multi-Unit

February 22, 2021  
**Date**

**ACKNOWLEDGED AND AGREED BY LONDON AND MIDDLESEX COMMUNITY HOUSING**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

---

**ACKNOWLEDGED AND AGREED BY THE CORPORATION OF THE CITY OF LONDON**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Bill No. 271  
2021

By-law No. C.P.-1512( )-\_\_

A by-law to amend The London Plan for the  
City of London, 2016 relating to 435-451  
Ridout Street North.

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

1. Amendment No. \_\_ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended.

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

**Amendment No. \_\_**  
**to**  
**The London Plan for the City of London**

A. Purpose of this Amendment

The purpose of this Amendment is:

The purpose of this Amendment is to add a policy to the Specific Policies for the Downtown Place Type and add the subject lands to Map 7 – Specific Policy Areas – of the City of London to permit a maximum intensity of 40-storeys with a Type 2 Bonus Zone.

B. Location of this Amendment

This Amendment applies to lands located at 435-451 Ridout Street North in the City of London.

C. Basis of the Amendment

The site-specific amendment would allow for the development of a landmark 40-storey mixed-use apartment building at a prominent location in the Downtown.

D. The Amendment

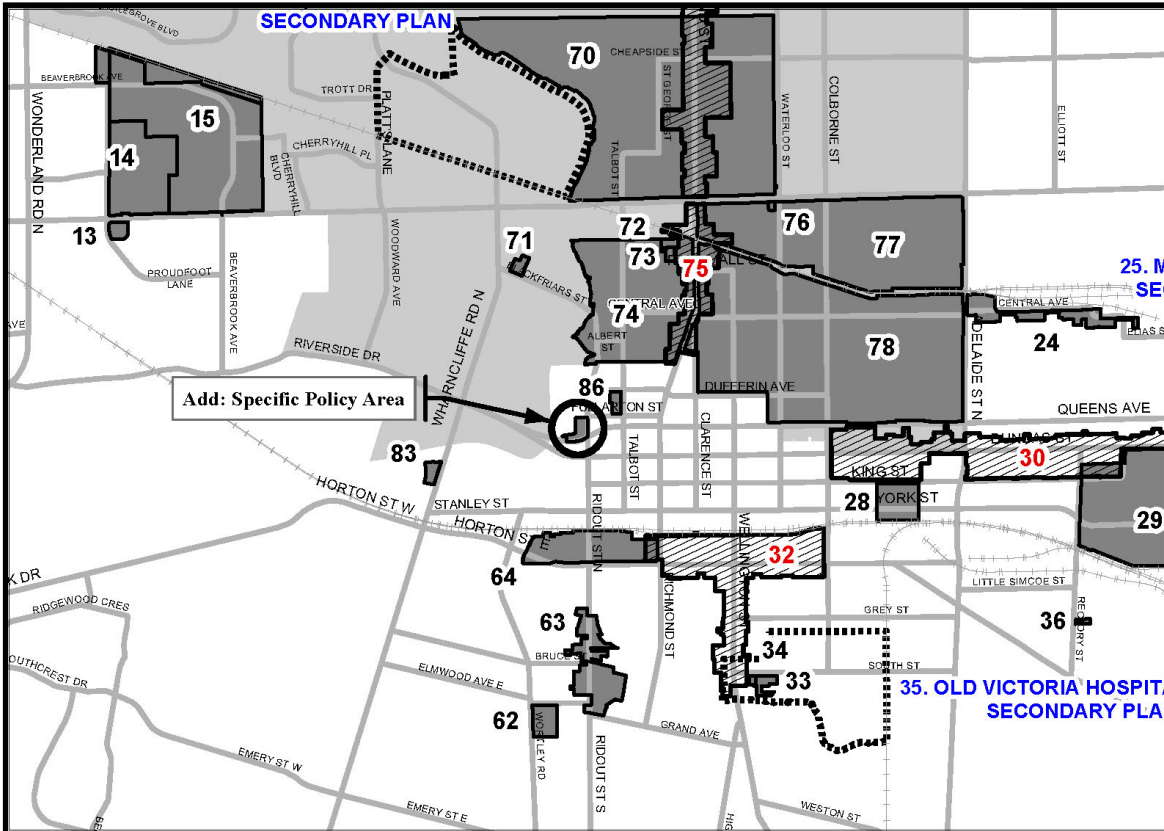
The London Plan for the City of London is hereby amended as follows:

1. Specific Policies for the Downtown Place Type of The London Plan for the City of London is amended by adding the following:

435-451 Ridout Street North

In the Downtown Place Type, a maximum intensity of 40-storeys, excluding a mechanical penthouse and measured from the Ridout Street North frontage, is permitted with a Type 2 Bonus.

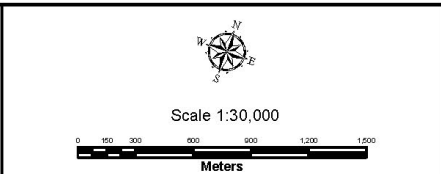
2. Map 7 – Specific Policy Areas, to The London Plan for the City of London Planning Area is amended by adding a Specific Policy Area for a portion of the lands located at 435-451 Ridout Street North in the City of London, as indicated on “Schedule 1” attached hereto.



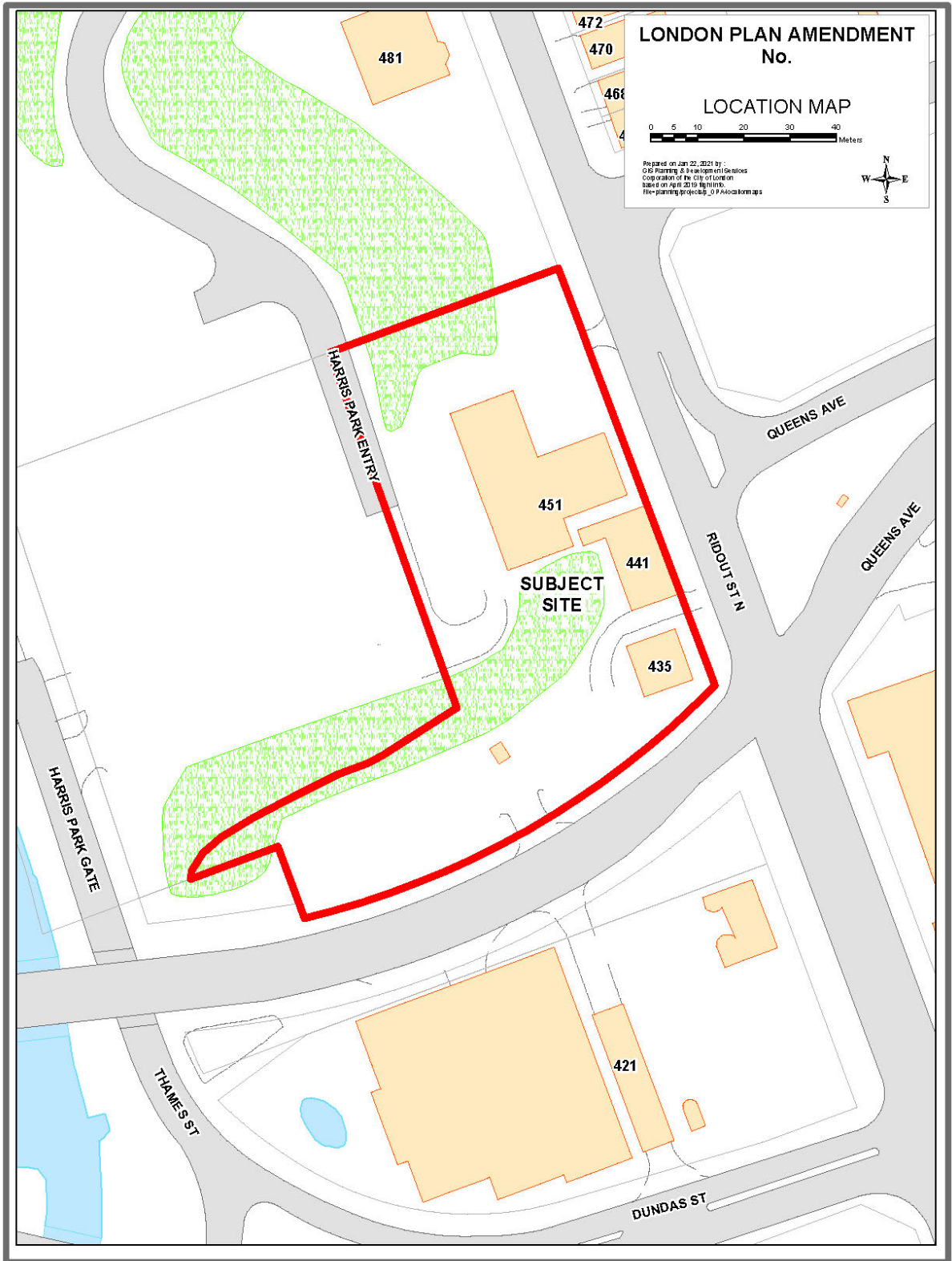
LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

*This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.*

**SCHEDULE #**  
**TO**  
**THE LONDON PLAN**  
**AMENDMENT NO.** \_\_\_\_\_  
 PREPARED BY: Planning Services



**FILE NUMBER:** OZ-9157  
**PLANNER:** CM  
**TECHNICIAN:** RC  
**DATE:** 5/13/2012



Bill No. 272  
2021

By-law No. E.-\_\_\_\_\_ -\_\_\_\_

A by-law to establish the dates for advance voting and the hours during which voting places shall be open on those dates for the 2022 Municipal Election.

WHEREAS subsection 43(1) of the *Municipal Elections Act, 1996*, as amended, provides that before voting day, each local municipality shall hold an advance vote on one or more dates.

AND WHEREAS subsection 43(2) of the *Municipal Elections Act, 1996*, as amended, provides that subject to subsection 43(3), the clerk shall establish, the date or dates on which the advance vote is held; the number and location of voting places for the advance vote; and the hours during which the voting places shall be open for the advance vote, which may be different voting places.

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

1. The following advance voting dates and times are hereby established for the October 24, 2022 Municipal Election:
  - a) Saturday, October 8, 2022 from 10:00 AM to 8:00 PM
  - b) Tuesday, October 11, 2022 to Saturday, October 15, 2022, inclusive, from 10:00 AM to 8:00 PM;
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

Bill No. 273  
2021

By-law No. E.-\_\_\_\_-\_\_\_\_

A by-law to authorize the use of poll optical scanning vote tabulators, voting by mail, advance voting and proxy voting for the 2022 Municipal Election; and to repeal By-law No. E.-182-116 entitled “A by-law to authorize the use of touchscreen voting machines, poll optical scanning vote tabulators, voting by mail, advance voting and proxy voting for the 2018 Municipal Election.”

WHEREAS subsection 42(1)(a) of the *Municipal Elections Act, 1996*, as amended, provides that the council of a local municipality may pass a by-law authorizing the use of voting and vote-counting equipment such as voting machines, voting recorders or optical scanning vote tabulators;

AND WHEREAS subsection 42(1)(b) of the *Municipal Elections Act, 1996*, as amended, provides that the council of a local municipality may pass a by-law authorizing electors to use an alternative voting method, such as voting by mail, that does not require electors to attend at a voting place in order to vote;

AND WHEREAS subsection 42(5) of the *Municipal Elections Act, 1996*, as amended, provides that when a by-law authorizing the use of an alternative voting method is in effect, sections 43 (advance vote) and 44 (voting proxies) apply only if the by-law so specifies;

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

1. The use of poll optical scanning vote tabulators for the purpose of counting votes at Municipal Elections is hereby authorized.
2. Sections 43 (Advance Votes) and 44 (Voting Proxy) of the *Municipal Elections Act, 1996*, as amended, apply to the City of London 2022 Municipal Election.
3. The use of voting by mail be provided upon request to qualified voters as an alternative voting method that does not require electors to attend at a voting place in order to vote at Municipal Elections is hereby authorized.
4. By-law No. E.-182-116 passed by the Municipal Council on April 4, 2017 is hereby repealed.
5. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021



Bill No. 274  
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 Parking**

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Garibaldi Avenue	West & South	A point 57 m north of Kokanee Road (south intersection)	A point 95 m north of Kokanee Road (south intersection)	Anytime

2. **Prohibited Turns**

Schedule 8 (Prohibited Turns) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Intersection	Column 2 Direction	Column 3 Prohibited Turn
Oxford Street E with Talbot Street	Eastbound	Left

3. **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
Southbound	Christopher Court	Deveron Crescent
Southbound	Julie Crescent	Deveron Crescent

4. **Yield Signs**

Schedule 11 (Yield Signs) of the By-law PS-113 is hereby amended by **adding** the following row:

Column 1 Traffic	Column 2 Street	Column 3 Yield To
Eastbound	Julie Crescent	Christopher Court

5. **Heavy Truck Restrictions**

Schedule 14 (Heavy Truck Restrictions) 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 Permitted Time for Heavy Truck Operation
Veterans Memorial Parkway	Huron Street	Highway 401	24 Hours

Schedule 14 (Heavy Truck Restrictions) 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 Permitted Time for Heavy Truck Operation
Veterans Memorial Parkway	Highway 401	Clarke Road	24 Hours

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

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15,2021  
Second Reading – June 15,2021  
Third Reading – June 15,2021

Bill No. 275  
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 Commissioners Road West, west of Halls Mill 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 Commissioners Road West, west of Halls Mill Road, namely:

“Part of Lot 110 on Registrar’s Compiled Plan 563, in the City of London and County of Middlesex, designated as Parts 10 and 11 on Reference Plan 33R-13489.”

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

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

# LOCATION MAP



 SUBJECT LANDS

Bill No. 276  
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 Clarke Road, north of Charterhouse Crescent)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Clarke Road, north of Charterhouse Crescent, namely:

“Part of Lots 11, 12, 13 and 14 on Registered Plan 761, in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20886.”

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

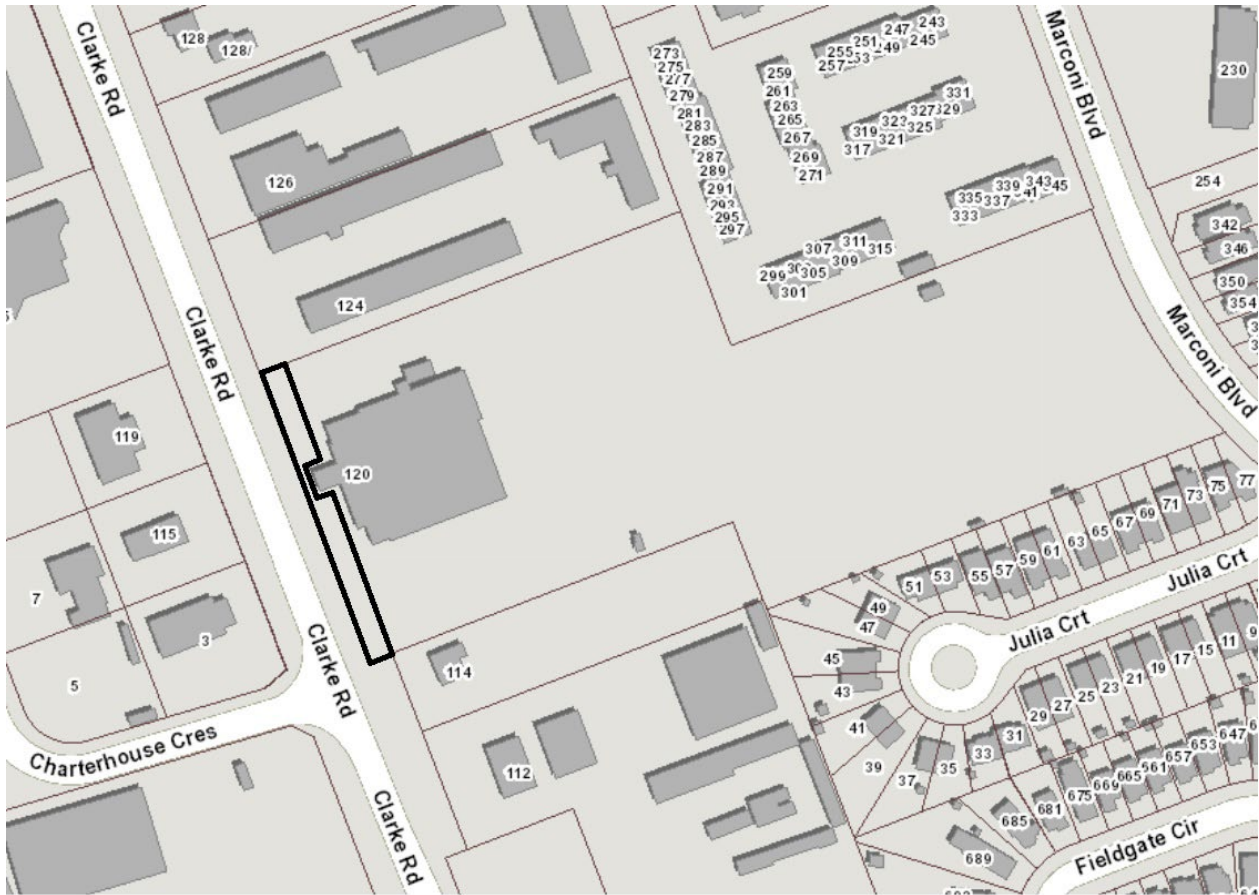
PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

# LOCATION MAP



 SUBJECT LANDS

Bill No. 277  
2021

By-law No. W.-5577(\_\_)-\_\_\_\_

A by-law to amend by-law No. W.-5577-64 entitled, "A by-law to authorize the Western Road and Philip Aziz Avenue Improvements. (Project No. TS1136)."

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5577-64 passed on February 9, 2015, to authorize an increase in the net amount of monies to be debentured for the "Western Rd and Philip Aziz Ave Improvements (Project TS1136)";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$3,550,000.00 from \$250,000.00 to \$3,800,000.00.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

Bill No. 278  
2021

By-law No. W.-5642(\_\_)-\_\_

A by-law to amend by-law No. W.-5642-466 entitled, "A by-law to authorize debenture financing for project ES5263 – Southwest Capacity Improvement."

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5642-466 passed on August 28, 2018, to authorize an increase in the net amount of monies to be debentured for the "Southwest Capacity Improvement (project ES5263)";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$3,932,600.00 from \$15,006,387.00 to \$18,938,987.00
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021



Bill No. 279  
2021

By-law No. W.-\_\_\_\_\_ - \_\_\_\_

A by-law to authorize Capital Project TS1627 –  
Philip Aziz – Western Rd to Thames River.

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. Capital Project TS1627 – Philip Aziz – Western Rd to Thames River is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$249,000.00
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

Bill No. 280  
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 234 Edgevalley  
Road.

WHEREAS Ironstone has applied to remove the holding provision from the zoning for the lands located at 234 Edgevalley Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 234 Edgevalley Road, as shown on the attached map, comprising part of Key Map No. 103 to remove the holding provisions so that the zoning of the lands as a Residential R5/Residential R6 (R5-7/R6-5) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

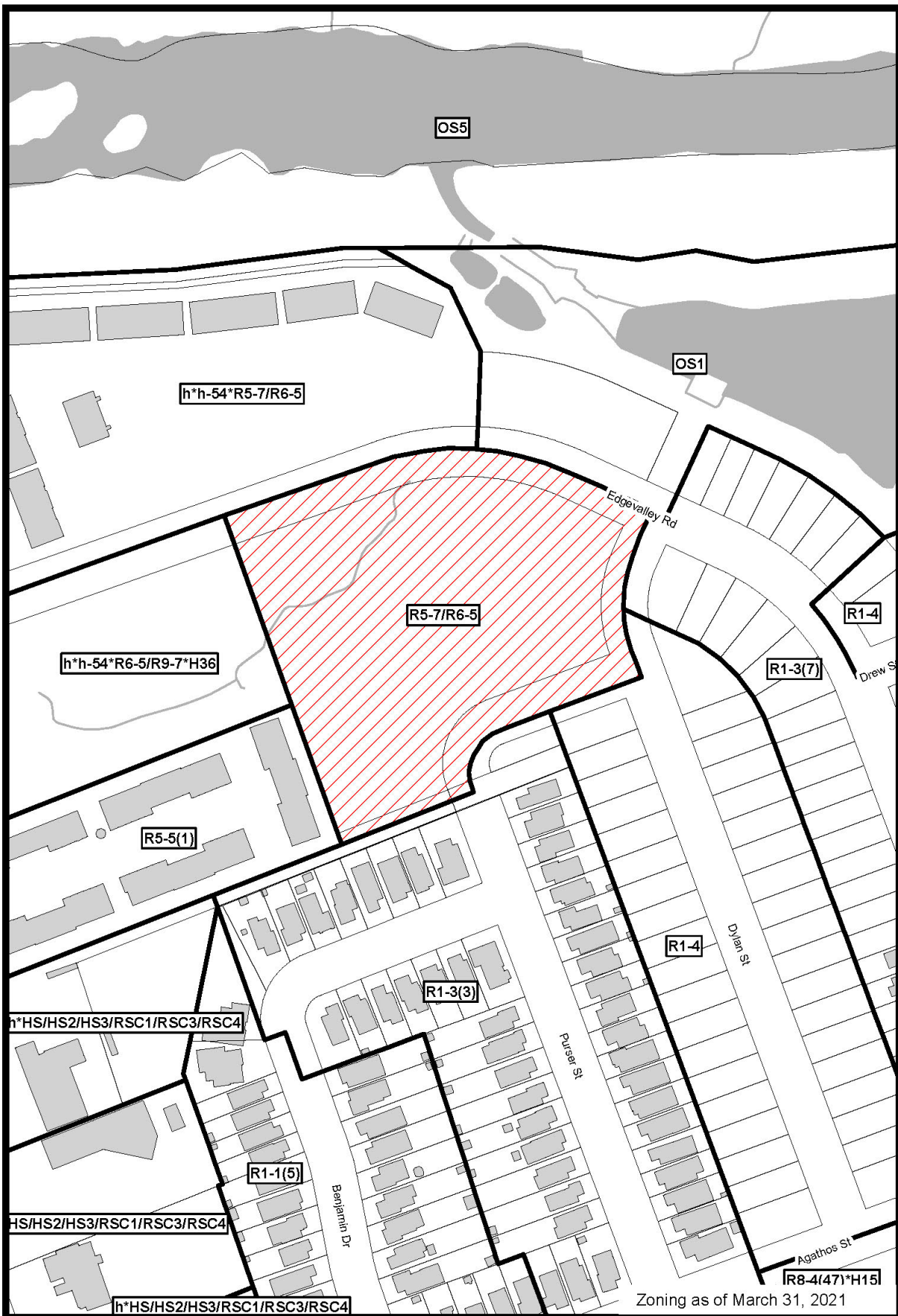
PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

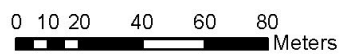
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-9342  
 Planner: SM  
 Date Prepared: 2021/04/16  
 Technician: rc  
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,000



Bill No. 281  
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 1600 Twilite Boulevard.

WHEREAS Foxwood Developments (London) Inc. has applied to remove the holding provisions from the zoning for the lands located at 1600 Twilite Boulevard, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 1600 Twilite Boulevard, as shown on the attached map, comprising part of Key Map No. 101 to remove the h and h-100 holding provisions so that the zoning of the lands as a Residential R1(R1-4) and (R1-13) Zones come into effect.
2. This By-law shall come into force and effect on the day it is passed.

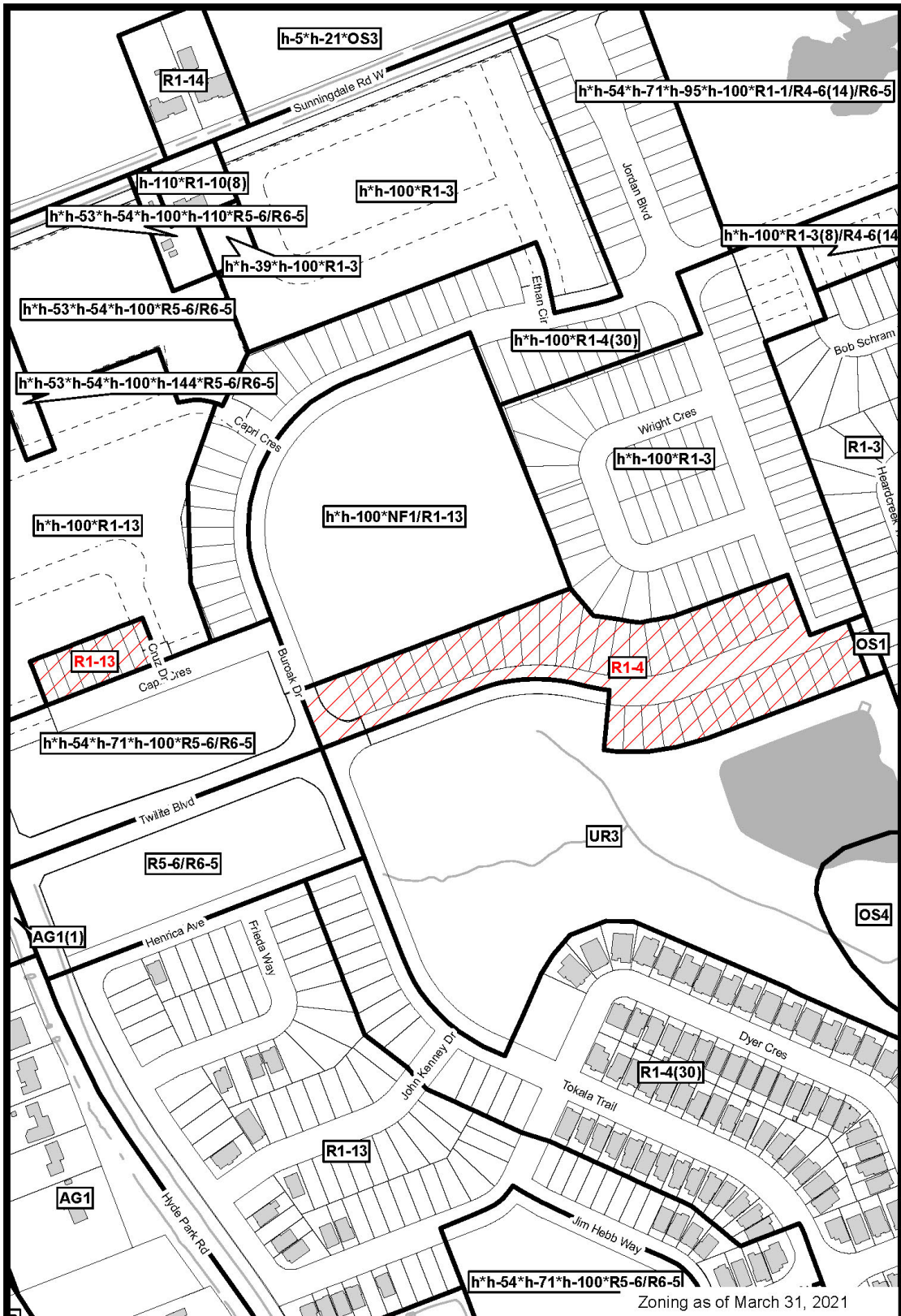
PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor


Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

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




File Number: H-9345  
 Planner: SM  
 Date Prepared: 2021/04/30  
 Technician: rc  
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,250

0 15 30 60 90 120 Meters



Geodatabase

Bill No. 282  
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 349 Southdale Road East.

WHEREAS Incon Developments Ltd. has applied to rezone an area of land located at 349 Southdale Road East, 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 349 Southdale Road East, as shown on the attached map, comprising part of Key Map No. 111, from a Residential R3 (R3-3) Zone to a Residential R6 (R6-5) Zone.

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

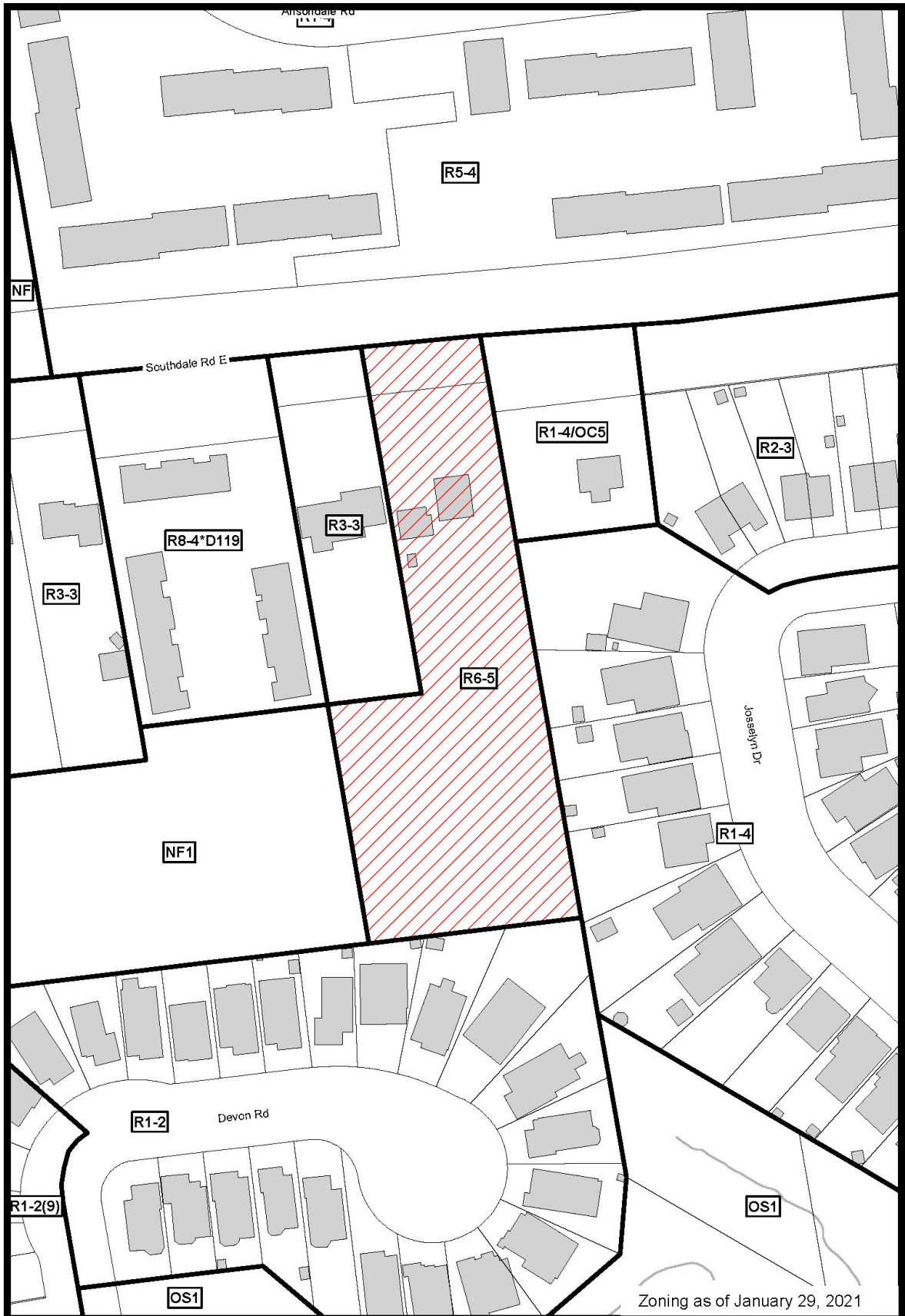
PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

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



File Number: Z-9308  
 Planner: SM  
 Date Prepared: 2021/02/03  
 Technician: rc  
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,250

0 5 10 20 30 40 Meters



Bill No. 283  
2021

By-law No. Z.-1-21\_\_\_\_\_

A bylaw to amend By-law No. Z.-1 to rezone  
lands located at 1752-1754 Hamilton Road.

WHEREAS Connor Wilks c/o Thames Village Joint Venture Group has applied to rezone lands located at 1752-1754 Hamilton Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1752-1754 Hamilton Road, as shown on the attached map, FROM a Residential R1 (R1-14) Zone TO a Holding Residential R1 (h•h-100•R1-3) Zone.
2. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act*, R.S.O. 1990, c. P. 13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on June 15, 2021.

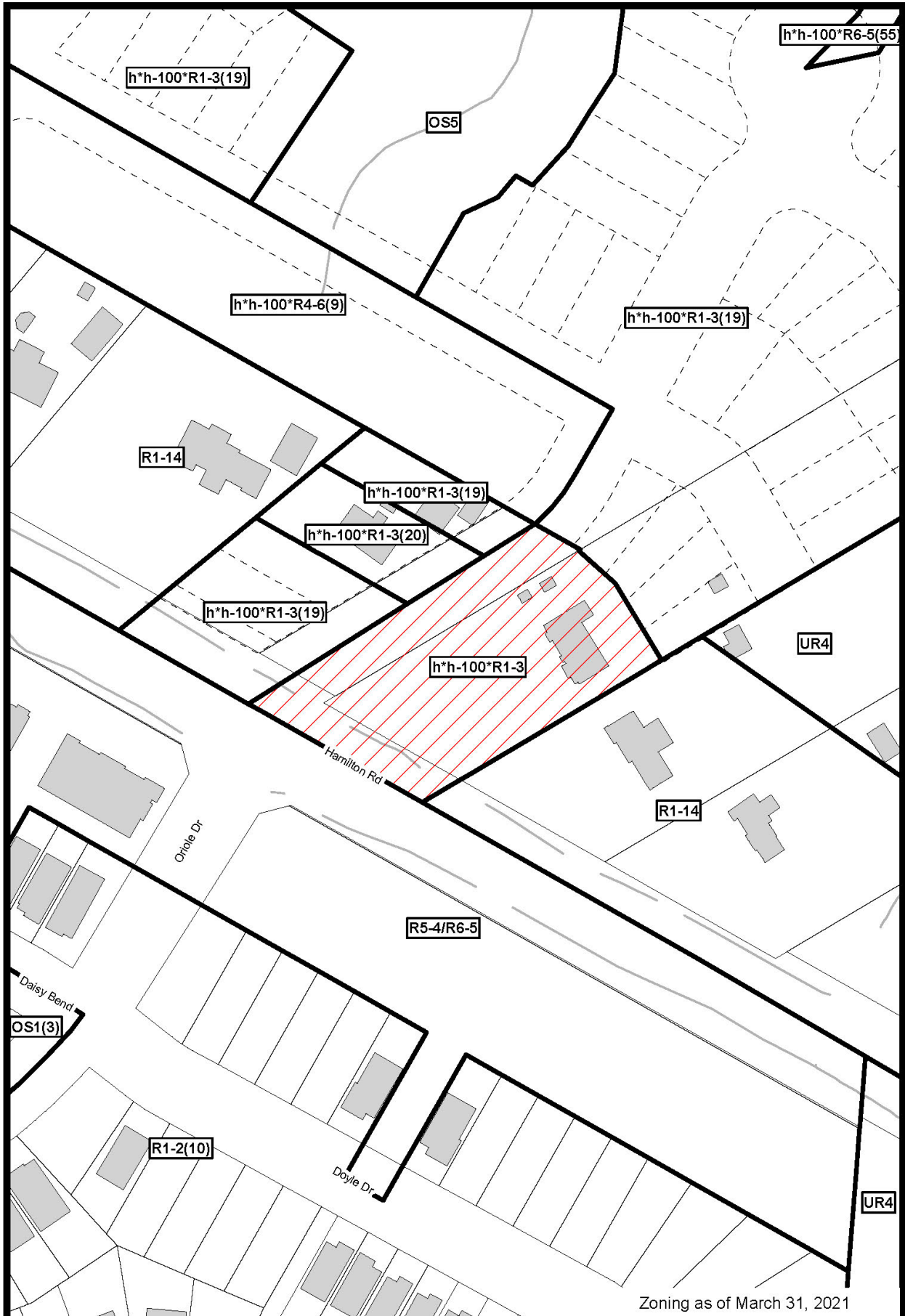
Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021



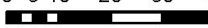
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9314  
 Planner: LM  
 Date Prepared: 2021/04/28  
 Technician: rc  
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,250

0 5 10 20 30 40  
 Meters



Bill No. 284  
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 1697 Highbury Avenue North.

WHEREAS Habitat for Humanity Heartland Ontario Inc. has applied to rezone an area of land located at 1697 Highbury Avenue North, 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 1697 Highbury Avenue North, as shown on the attached map comprising part of Key Map No. A103, from a Residential R5/Residential R6 (R5-2/R6-4) Zone and an Open Space (OS5) Zone, TO a Residential R5 Special Provision (R5-7(\_)) Zone and an Open Space (OS5) Zone.

2. Section Number 9.4 of the Residential R5 (R5-7) Zone is amended by adding the following Special Provision:

R5-7( ) 1697 Highbury Avenue North

a) Regulations:

- |      |  |            |
|------|--|------------|
| i)   | Front Yard Depth<br>(Minimum):   | 1.0 metres |
| ii)  | Front Yard Depth<br>(Maximum):   | 6.0 metres |
| iii) | South Interior Yard Depth<br>(Minimum):  | 1.5 metres |
| iv)  | Rear Yard Depth<br>(Minimum):  | 5.5 metres |
| v)   | The definition of "STACKED TOWNHOUSE" permits units to be stacked three (3) units high, for only those units located immediately adjacent and oriented to Highbury Avenue North. |            |

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. P.13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

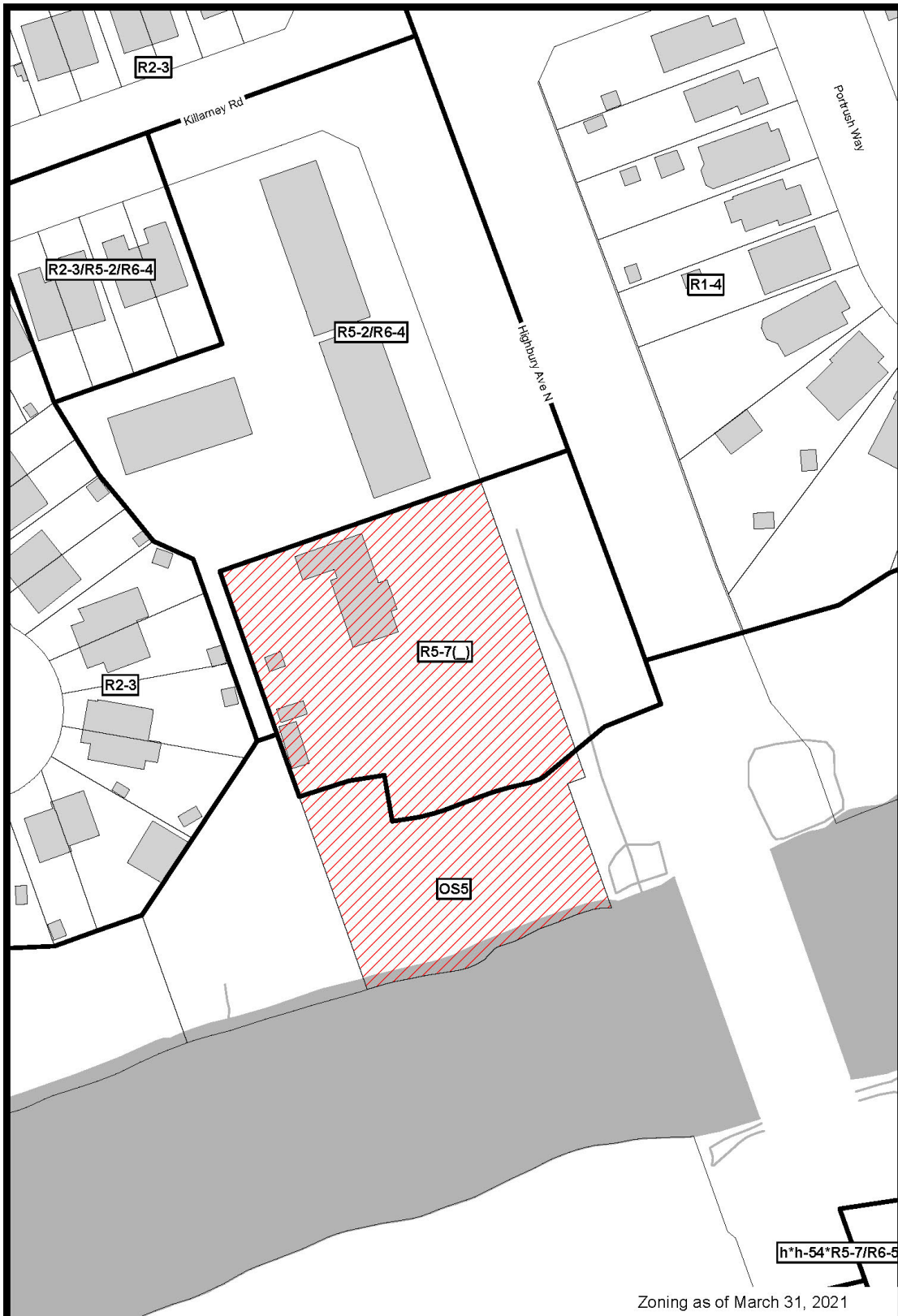
PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

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



File Number: Z-9302  
Planner: BD  
Date Prepared: 2021/04/13  
Technician: RC  
By-Law No: Z-1-

SUBJECT SITE 

1:1,000

0 5 10 20 30 40 Meters



Geodatabase

Bill No. 285  
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 1634 – 1656 Hyde Park Road, 1480 North Routledge Park and Part of 1069 Gainsborough Road.

WHEREAS 1630 HP Inc. has applied to rezone an area of land located at 1634 – 1656 Hyde Park Road, 1480 North Routledge Park and Part of 1069 Gainsborough Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule “A” to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1634 – 1656 Hyde Park Road, 1480 North Routledge Park and Part of 1069 Gainsborough Road, as shown on the attached map comprising part of Key Map No. A101, from a Business District Commercial (BDC) Zone and a Business District Commercial Special Provision (BDC(39)) Zone TO a Business District Commercial Special Provision Bonus (BDC\*B-\_) Zone.

2. Section Number 4.3 of the General Provisions in By-law No. Z.-1 is amended by adding the following new Bonus Zone:

B-\_ 1634 – 1656 Hyde Park Road, 1480 North Routledge Park and Part of 1069 Gainsborough Road

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a mixed-use apartment building, with a maximum height of 8-storeys or 29 metres and a maximum density of 169 units per hectare, in general conformity with the Site Plan, Renderings, Elevations and Cross Sections attached as Schedule “1” to the amending by-law, and provides for the following:

- a) Exceptional Building Design:
  - i) providing an ‘L’-shaped mixed-use building that is generally in keeping with the vision of the current Official Plan as well as the London Plan by providing for continuous street walls along the Hyde Park Road and North Routledge Park frontages;
  - ii) providing a 7-storey massing along Hyde Park Road that includes a significant step-back above the second storey and 8-story massing along North Routledge Park;
  - iii) providing for appropriate scale/ rhythm/ materials/ fenestration;
  - iv) incorporating all of parking in the rear yard and underground, away from the adjacent street frontages;
  - v) providing ground floor commercial space with transparent glazing and principal entrances facing the Hyde Park Road creating an active edge;
  - vi) providing ground floor residential units with individual entrances and patio spaces along the North Routledge Park frontage;
  - vii) providing a rooftop patio;

- viii) providing a parking lot layout that accommodates appropriate driveway alignments across North Routledge Park; and
  - ix) relocating the existing heritage structure and providing a glass link between the heritage structure and the new building along the North Routledge Park frontage and a recessed courtyard immediately south of the heritage structure.
- b) Provision of Affordable Housing:
- i) A total of five (5) one-bedroom units will be provided for affordable housing. Subject to the concurrence of the City, some or all of these five (5) one-bedroom units may be allocated from the adjacent development owned and/or managed by the Proponent, noting the bonus zone requirement and encumbrance would remain specific to the Subject Lands;
  - ii) Rents not exceeding 80% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
  - iii) The duration of affordability set at 50 years from the point of initial occupancy;
  - iv) The proponent enters into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;
  - v) These conditions to be secured through an agreement registered on title with associated compliance requirements and remedies.
- c) Relocation, conservation, and adaptive re-use of the existing heritage designated structure at 1656 Hyde Park Road:
- i) The owner shall enter into a Heritage Easement Agreement with the City of London.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

- a) Additional Permitted Use:
- i) Apartment buildings, including dwelling units in the front portion of the ground floor adjacent to North Routledge Park.
- b) Regulations:
- |      |  |                              |
|------|--|------------------------------|
| i)   | Density<br>(Maximum):  | 169 units per hectare        |
| ii)  | Building Height<br>(Maximum):  | 29 metres                    |
| iii) | Front Yard Depth from<br>North Routledge Park<br>to relocated heritage structure<br>(Maximum): | 6.0 metres                   |
| iv)  | Parking – All commercial<br>uses (Minimum):  | 1 space per 20m <sup>2</sup> |

- v) Parking – All residential uses (Minimum): 1 space per unit

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. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

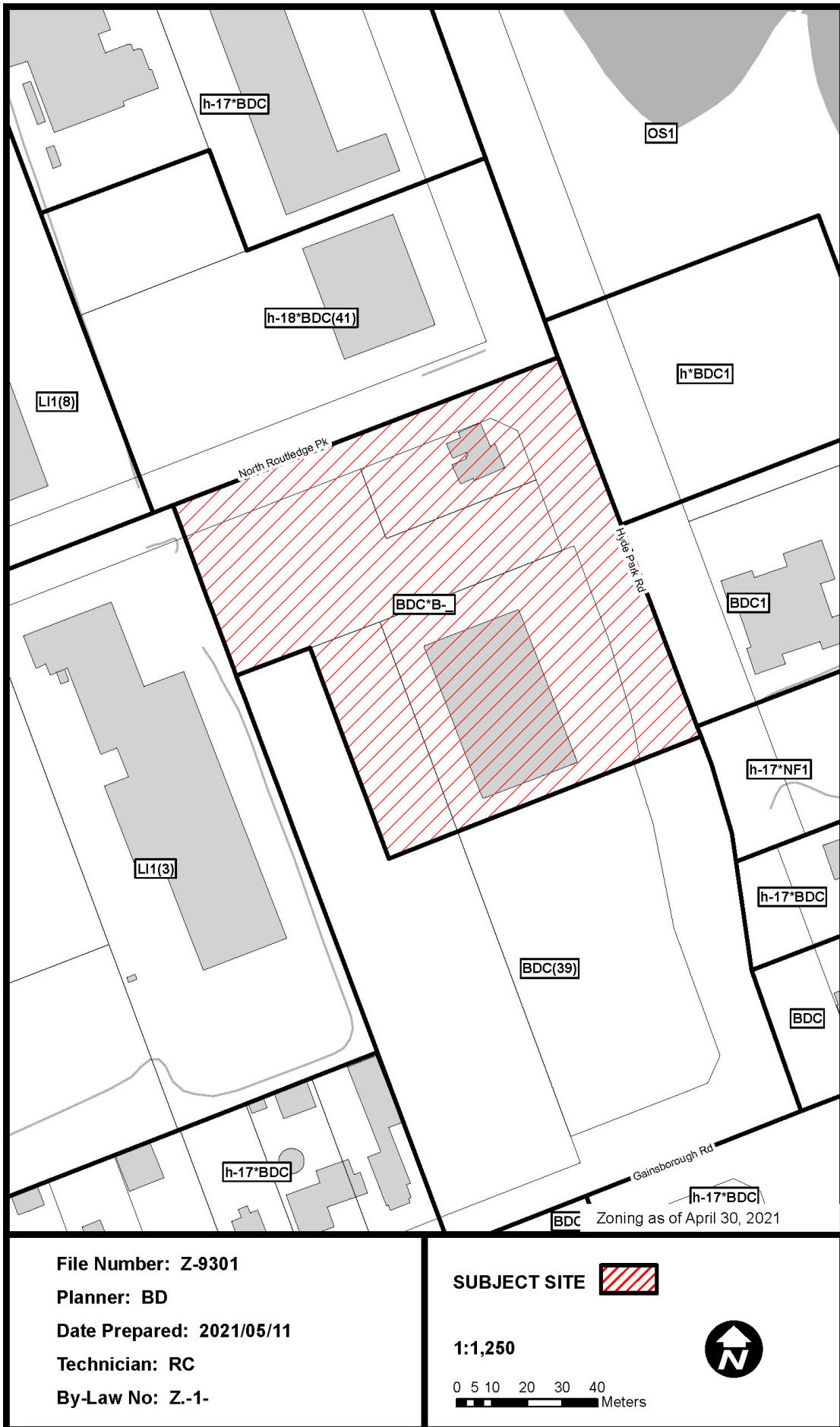
PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

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



File Number: Z-9301  
 Planner: BD  
 Date Prepared: 2021/05/11  
 Technician: RC  
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,250

0 5 10 20 30 40  
 Meters



Geodatabase

Bill No. 286  
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 435-451 Ridout Street North.

WHEREAS Farhi Holdings Corporation has applied to rezone an area of land located at 435-451 Ridout Street North, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number \_\_\_ this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to a portion of the lands located at 435-451 Ridout Street North, as shown on the attached map comprising part of Key Map No. A107, from a Heritage/Regional Facility (HER/RF) Zone and a Downtown Area Special Provision (DA2(3)\*D350) Zone to a Holding Downtown Area Special Provision Bonus (h-3\*h-55\*h-\_\*DA2(3)\*D350\*B-\_) Zone.
2. Section Number 3.8 2) of the Holding "h" Zone is amended by adding the following Holding Provision:

h-\_\_ 435-451 Ridout Street North

Purpose: To ensure that development will not have negative impacts on cultural heritage resources on, and adjacent to the subject property, and to ensure the long-term conservation of these resources, the following shall be prepared and accepted to the satisfaction of the City of London, prior to the removal of the "h-\_" symbol:

- i) An Arborist Report – from a certified arborist and landscape architect – which will include a detailed assessment of existing vegetation on the Eldon House grounds, Harris Park and other adjacent properties, and make recommendations to protect significant vegetation and minimize potential impacts during preconstruction, construction and post-construction activities, as well as recommendations to minimize long term impacts (i.e. shadowing, micro-climate changes) due to development on the subject property;
- ii) A Building Condition Assessment – from a licensed architect and professional structural engineer with experience with heritage buildings – which will include a comprehensive assessment of the current condition (including a structural evaluation) of cultural heritage resources on and adjacent to the subject property, along with identification of potential construction impacts and proposed mitigation measures;
- iii) A Conservation Plan – from a qualified member of the Canadian Association of Heritage Professionals (CAHP) – which will include a strategy for the management and conservation of cultural heritage resources on the subject property along with a detailed plan related to their retention, restoration (exterior and interior attributes), future use and integration in the new development, as well plans for buffering and protection during construction; and



- iv) A Vibration Study – from a professional engineer – to determine the levels of vibration that are acceptable to avoid negative impacts during construction, and establish benchmark levels, and include the development of an inspection, monitoring and implementation plan, along with proposed mitigation measures.  
Permitted Interim Uses: All permitted uses within the existing buildings.

3. Section Number 4.3 of the General Provisions in By-law No. Z.-1 is amended by adding the following new Bonus Zone:

B- 435-451 Ridout Street North

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a mixed-use apartment building, with a maximum height of 40-storeys or 130 metres, excluding a mechanical penthouse, and a maximum density of 500 units per hectare, in general conformity with the Site Plan and Elevations attached as Schedule “1” to the amending by-law, and provides for the following:

- 1) Exceptional Building Design:
  - i) Retention in situ of the heritage buildings along the Ridout Street frontage;
  - ii) Materials on the podium of the building that are in-keeping with the surrounding heritage buildings;
  - iii) A slender point tower design;
  - iv) The tower portion of the building located to the south of the podium to increase the spatial separation between the tower and the Eldon House Property;
  - v) Interesting architectural design features on the tower that will enhance the downtown skyline and break up the building mass;
  - vi) Terraces overlooking Harris Park and providing opportunity for activating these terraces with the proposed adjacent office/commercial uses;
  - vii) Connections between Ridout Street North and Queens Avenue to Harris Park that provide new entrance opportunities to further connect the Downtown with the Park.
- 2) Provision of four (4) levels of underground parking, of which a minimum of 100 parking spaces will be publicly accessible;
- 3) Provision of Affordable Housing:
  - A minimum of twelve (12) residential units or five percent (5%) of the total residential unit count (rounded to the nearest unit), whichever is greater;
  - The mix of affordable one- and two-bedroom units will be based on the same proportion of one- and two-bedroom units as within the final approved plan. Subject to availability and with the concurrence of the City, some or all of these units may be secured through existing vacancies in developments owned and/or managed by the proponent or associated corporate entity;
  - Rents not exceeding 80% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;

- The duration of affordability shall be set at 50 years from the point of initial occupancy;
  - The proponent shall enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations.
- 4) Conservation, retention, and adaptive re-use of the existing heritage designated buildings at 435, 441, and 451 Ridout Street North:
- The owner shall enter into a Heritage Easement Agreement with the City of London.
- 5) Construction of a Leadership in Energy and Environmental Design (LEED) certified building.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

- a) Regulations:
- i) Density (Maximum):  
500 Units per Hectare
  - ii) Building Height – Excluding Mechanical Penthouse (Maximum):  
40 storeys or 130 metres, whichever is greater, to be measured at the Ridout Street North frontage
  - iii) Setback to Residential Component (Maximum):  
14.9 metres

4. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

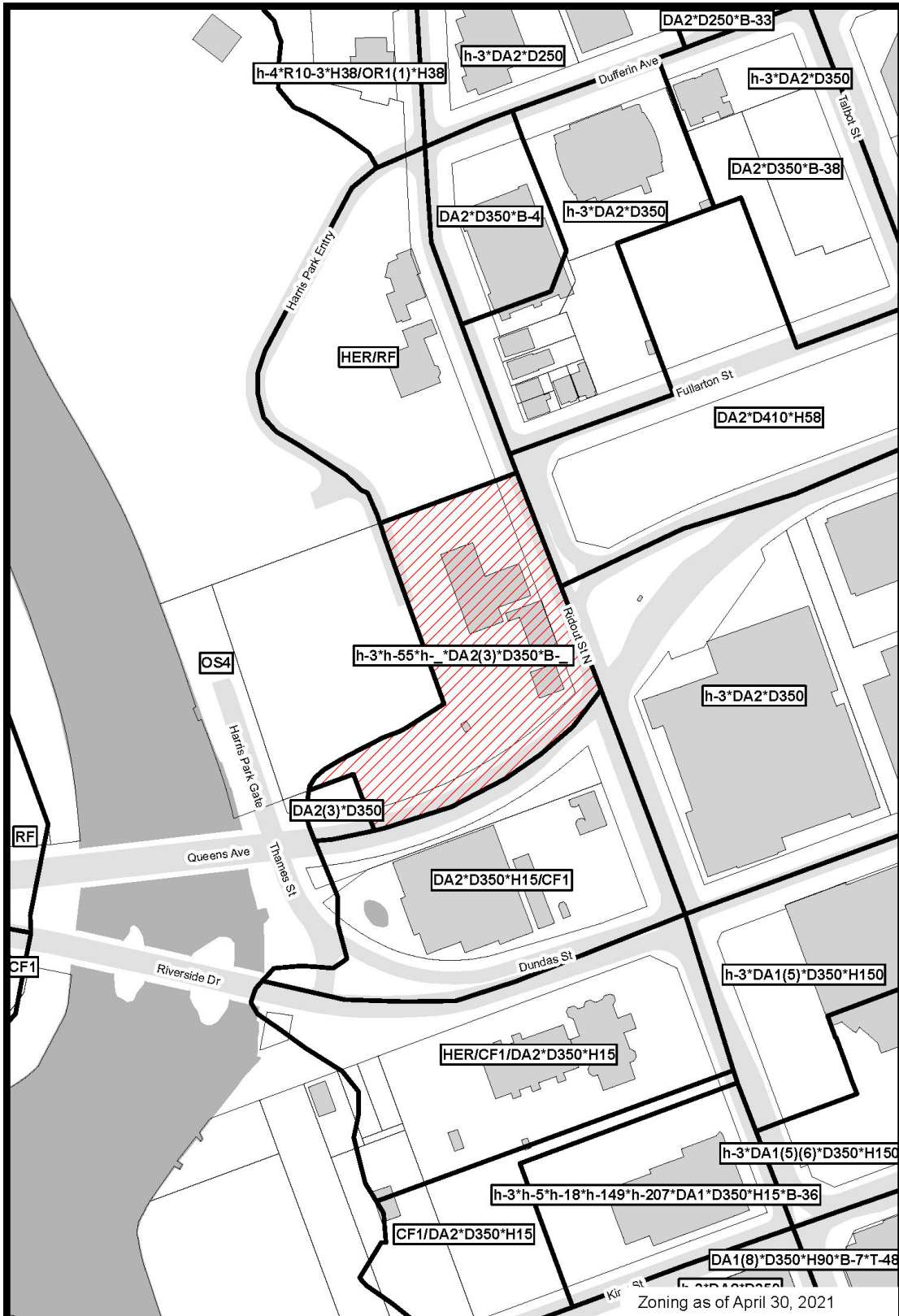
PASSED in Open Council on June 15, 2021.

Ed Holder  
Mayor


Catharine Saunders  
City Clerk

First Reading – June 15, 2021  
Second Reading – June 15, 2021  
Third Reading – June 15, 2021

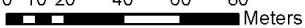
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)




File Number: OZ-9157  
 Planner: CM  
 Date Prepared: 2021/05/13  
 Technician: RC  
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,000

0 10 20 40 60 80 Meters 



Geodatabase