



Council Agenda Including Addeds

13th Meeting of City Council

October 5, 2021, 4:00 PM

2021 Meeting - Virtual Meeting during the COVID-19 Emergency

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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. **Personal Matters / Identifiable Individual**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List. (6.1/13/PEC)
 - 4.2. **Personal Matters / Identifiable Individual**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List. (6.2/13/PEC)
 - 4.3. **Litigation / Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice**

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Tribunal ("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.3/13/PEC)
 - 4.4. **Solicitor-Client Privilege**

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, regarding flyer deliveries to residential properties. (6.1/13/CPSC)
 - 4.5. **Personal Matters / Identifiable Individuals**

A personal matter pertaining to identifiable individuals, including

municipal employees, with respect to the 2022 Mayor's New Year's Honour List. (6.2/13/CPSC)

4.6. Land Disposition / Solicitor-Client Privileged Advice /Position, Plan, Procedure, Criteria or Instruction to be Applied to AnyNegotiations

A matter pertaining to the disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/15/CSC)

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

A matter pertaining to the disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/15/CSC)

4.8. Land Acquisition / Solicitor-Client Privileged Advice /Position, Plan, Procedure, Criteria or Instruction to be Applied to AnyNegotiations

A matter pertaining to the 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. (6.3/15/CSC)

4.9. Confidential Trade Secret or Scientific, Technical, Commercial, Financial or Labour Relations Information, Supplied to the City / Personal Matters/Identifiable Individual

A matter pertaining to the security of the property of the Corporation as it contains commercial and financial information supplied in confidence to the Corporation, the disclosure of which could be reasonably expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization, result in similar information no longer being supplied to the Corporation where it in the public interest that similar information continue to be so supplied and result in undue loss or gain to any person, group, committee or financial institution or agency and matters related to the personal information about identifiable individuals, including municipal or local board employees related to the potential provision of internal audit services for the City of London, by an external organization. (6.1/3/AC)

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

5.1. 12th Meeting held on September 14, 2021

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6. Communications and Petitions

6.1.	755-785 Wonderland Road (Westmount Mall) (Z-9356) (Refer to the Planning and Environment Committee Stage for Consideration with Item 6 (3.3) of the 13th Report of the Planning and Environment Committee)	
	1. C. Kulchycki, Senior Planner, Zelinka Priamo Ltd.	111
6.2.	Argyle Core Area Community Improvement Plan (O-9299) (Refer to the Planning and Environment Committee Stage for Consideration with Item 8 (3.5) of the 13th Report of the Planning and Environment Committee)	
	1. R. Sidhu, Executive Director, Argyle BIA	114
6.3.	2631 Hyde Park Road and 1521 Sunningdale Road West (Refer to the Planning and Environment Committee Stage for Consideration with Item 5 (4.1) of the 14th Report of the Planning and Environment Committee)	
	1. J. Albert	115
	2. C. and B. Kay	116
	3. S. Sdao	117
	4. T. Cummings	119
	5. S. Copeland	120
	6. J. Plank	121
	7. S. B. Johnson	122
	8. B. Wilson	123
	9. C. Nguyen	124
	10. C. Martin	125
	11. R. Hewitt	127
	12. M. Wilson	128
	13. S. Franke, Executive Director, London Environmental Network	129
	14. <i>(ADDED) J. Pratt, Associate Director & Treasurer, TVDSB</i>	130
6.4.	<i>(ADDED) Property Standards Matters (March 2021 Council Resolution)</i> (Refer to the Community and Protective Services Committee Stage for Consideration with Item 11 (2.4) of the 13th Report of the Community and Protective Services Committee)	
	1. <i>(ADDED) J. Hoffer, Cohen Highley LLP</i>	133
6.5.	<i>(ADDED) Consideration of Appointment to the London Transit Commission</i>	

(Refer to the Strategic Priorities and Policy Committee Stage for Consideration with Item 3 (4.1) of the 13th Report of the Strategic Priorities and Policy Committee)

1. (ADDED) D. Foster 136

7. Motions of Which Notice is Given

8. Reports

- 8.1. 12th Report of the Civic Works Committee 138

1. Disclosures of Pecuniary Interest
2. (2.1) Kensington Bridge - Environmental Assessment - Appointment of Consulting Engineer
3. (2.2) Municipal Waste and Resource Materials Collection By-law Amendment (Relates to Bill No. 476)
4. (2.4) Increase Contract Award: West London Dyke Norman Bradford (Oxford Street) Bridge Concrete Repairs
5. (2.3) Sewage Overflows and Bypasses Into the Thames River - Sanitary Cross Connections
6. (5.1) Deferred Matters List

- 8.2. 13th Report of the Planning and Environment Committee 141

1. Disclosures of Pecuniary Interest
2. (2.1) 7th Report of the Advisory Committee on the Environment
3. (2.2) 3700 Colonel Talbot Road (H-9387) (Relates to Bill No. 477)
4. (3.1) 900 King Street (Demolition Request on Heritage Listed Property)
5. (3.2) 1154 Sunningdale Road East (Z-9368) (Relates to Bill No. 478)
6. (3.3) 755-785 Wonderland Road South (Westmount Mall) (Z-9356)
7. (3.4) 250-272 Springbank Drive (OZ-9310) (Relates to Bill No.'s 462, 466 and 479)
8. (3.5) Argyle Core Area Community Improvement Plan (O-9299) (Relates to Bill No.'s 463, 464, 467, 469, and 470)
9. (3.6) 1150 Fanshawe Park Road East (Site Plan Meeting) (SPA21-050)
10. (4.1) 9th Report of the London Advisory Committee on Heritage

- 8.3. 14th Report of the Planning and Environment Committee 169

1. Disclosures of Pecuniary Interest

2. (2.1) 995 Fanshawe Park Road West (Request for Extension of Draft Plan Approval) (39T-05512)
 3. (3.1) 1235 Fanshawe Park Road West (39CD-21510)
 4. (3.2) 1938 and 1964 Commissioners Road East (39T-19501 / Z-9015) (Relates to Bill No.'s 465, 468 and 480)
 5. (4.1) 2631 Hyde Park Road and 1521 Sunningdale Road West
- 8.4. 13th Report of the Community and Protective Services Committee 174
1. Disclosures of Pecuniary Interest
 2. (2.1) 7th and 8th Reports of the Animal Welfare Advisory Committee
 3. (2.2) 7th Report of the Accessibility Advisory Committee
 4. (2.3) 4th and 5th Reports of the Community Safety and Crime Prevention Advisory Committee
 5. (2.5) Property Standards Related Demolition - 72 Wellington Street (Relates to Bill No. 456)
 6. (2.6) mobilINSPECT By-law and Enforcement - A Mobile Application for Inspections by Partho Technologies Inc. (Relates to Bill No. 457)
 7. (2.7) Discrimination Experienced by Immigrants, Visible Minorities and Indigenous Peoples in London and Middlesex, An Empirical Study by the London and Middlesex Local Immigration Partnership
 8. (2.8) Update on London's Newcomer Strategy: Choose London - Innovative, Vibrant and Global
 9. (2.9) Housing Stability for All Plan - Mid-Year Update
 10. (2.10) Single Source - Life Stabilization: Electronic Document Management (EDM) (Relates to Bill No. 458)
 11. (2.4) Property Standards Matters (March 2021 Council Resolution)
 12. (4.1) Flyer Deliveries to Residential Properties
 13. (5.1) Deferred Matters List
- 8.5. 15th Report of the Corporate Services Committee 180
1. Disclosures of Pecuniary Interest
 2. (2.3) Proposed Amendment to Council Policy to Recognize National Day for Truth and Reconciliation (National Orange Shirt Day) - September 30th (Relates to Bill No.'s 459 and 460)
 3. (2.4) SS21-34 Single Source Corporate Technology (Relates to Bill No. 454)
 4. (2.5) Expropriation of Lands - Southdale Road West and

Wickerson Road Improvements Project (Relates to Bill No. 471)

5. (2.6) Appointments and Updates to the Joint Venture Management Committee for the 4-Pad Arena Complex and to the Western Fair Lease Oversight Committee (Relates to Bill No.'s 453 and 455)
6. (2.7) Investment Holdings Notification
7. (2.1) 2021 Mid-Year Operating Budget Monitoring Report
8. (2.2) 2021 Mid-Year Capital Budget Monitoring Report
9. (4.1) Application - Issuance of Proclamation - Economic Abuse Awareness Day
10. (4.2) Application - Issuance of Proclamation - Light the Night Day for the Leukemia & Lymphoma Society of Canada
11. (5.1) Members of Council Proof of COVID-19 Vaccination Policy (Relates to Bill No. 461)

8.6. 16th Report of the Corporate Services Committee 187

1. Disclosures of Pecuniary Interest
2. (2.1) Declaration of Vacancy - Office of Councillor, Ward 13

8.7. 13th Report of the Strategic Priorities and Policy Committee 189

1. Disclosures of Pecuniary Interest
2. (2.1) Appointment of Councillor E. Pelozza to the Brescia University College Housing and Gender-Based Violence Project 2021
3. (4.1) Consideration of Appointment to the London Transit Commission
4. (5.1) Deferral of Incentive Loan Repayments and Forgiving Interest-Free Loan to London Community Players

8.8. 3rd Report of the Audit Committee 193

1. Disclosures of Pecuniary Interest
2. (4.1) 2020 Hamilton Road Business Improvement Area Board of Management Audited Financial Statements
3. (4.2) Observation Summary as at September 10, 2021
4. (4.3) Internal Audit Dashboard as at September 10, 2021
5. (4.4) Internal Audit Summary Update

9. Added Reports

- 9.1. 13th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

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

- 13.1. Bill No. 452 By-law No. A.- _____ - _____ 195
A by-law to confirm the proceedings of the Council Meeting held on the 5th day of October, 2021. (City Clerk)
- 13.2. Bill No. 453 By-law No. A.-6567(____)-____ 196
A by-law to amend By-law No. A.-6567-226 entitled, “A By-law to approve the appointment of City of London representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands”. (2.6a/15/CSC)
- 13.3. Bill No. 454 By-law No. A.- _____ - _____ 197
A by-law to approve the Amending Agreement to the Publicly Funded Organization Agreement between The Corporation of the City of London and CompuCom Canada Co; and to authorize the Mayor and City Clerk to execute the Amending Agreement. (2.4b/15/CSC)
- 13.4. Bill No. 455 By-law No. A.- _____ - _____ 200
A by-law to approve the appointment of City of City of London representatives to the Lease Oversight Committee under the ground lease between The Corporation of the City of London and the Western Fair Association. (2.6b/15/CSC)
- 13.5. Bill No. 456 By-law No. A.- _____ - _____ 201
A by-law to approve demolition of abandoned building with municipal address of 72 Wellington Street under the Property Standards provisions of the Building Code Act (2.5/13/CPSC)
- 13.6. Bill No. 457 By-law No. A.- _____ - _____ 203
A by-law to approve the Statement of Work for mobiINSPECT Enforce between The Corporation of the City of London and Partho Technologies Inc. (2.6/13/CPSC)
- 13.7. Bill No. 458 By-law No. A.- _____ - _____ 214
A by-law to approve a Change Order to the Master Services Agreement between Nimble Information Strategies Inc. and The Corporation of the City of London. (2.10b/13/CPSC)
- 13.8. Bill No. 459 By-law No. CPOL.-114(____)-____ 219
A by-law to amend By-law No. CPOL.-114-366, as amended, being “Flags at City Hall” Policy to provide for that on September 30th of each year the “Every Child Matters Flag” will be flown on the Community Flag Pole to recognize the National Day for Truth and Reconciliation (National Orange Shirt Day) (2.3a/15/CSC)
- 13.9. Bill No. 460 By-law No. CPOL.-127(____)-____ 223

	A by-law to amend By-law No. CPOL.-127-379, as amended, being “Illumination of City of London Buildings and Amenities” Policy to provide for City of London buildings and amenities be lit orange on September 30th of each year to recognize National Day for Truth and Reconciliation (National Orange Shirt Day) (2.3b/15/CSC)	
13.10.	Bill No. 461 By-law No. CPOL.-_____-_____ A by-law to adopt “Members of Council Proof of COVID-19 Vaccination Policy”. (5.1/15/CSC)	226
13.11.	Bill No. 462 By-law No. C.P.-1284(____)-_____ A by-law to amend the Official Plan for the City of London, 1989 relating to 250-272 Springbank Drive. (3.4a/13/PEC)	231
13.12.	Bill No. 463 By-law No. C.P.-1284(____)-_____ A by-law to amend the Official Plan of the City of London, 1989 to designate the Argyle Core Area Community Improvement Project Area. (3.5a/13/PEC)	234
13.13.	Bill No. 464 By-law No. C.P.-1284(____)-_____ A by-law to amend the 1989 Official Plan for the City of London relating to the Argyle Core Area Community Improvement Project Area. (3.5c/13/PEC)	236
13.14.	Bill No. 465 By-law No. C.P.-1284(____)-_____ A by-law to amend the Official Plan for the City of London, 1989 relating to 1938 and 1964 Commissioners Road East. (3.2d/14/PEC)	239
13.15.	Bill No. 466 By-law No. C.P.-1512(____)-_____ A by-law to amend The London Plan for the City of London, 2016 relating to relating to 250-272 Springbank Drive. (3.4b/13/PEC)	242
13.16.	Bill No. 467 By-law No. C.P.-1512(____)-_____ A by-law to amend The London Plan for the City of London to add the Argyle Core Area Community Improvement Project Area (3.5e/13/PEC)	246
13.17.	Bill No. 468 By-law No. C.P.-1512(____)-_____ A by-law to amend The London Plan for the City of London, 2016 relating to 1938 and 1964 Commissioners Road East. (3.2c/14/PEC)	249
13.18.	Bill No. 469 By-law No. C.P.-_____-_____ A by-law to adopt the Argyle Core Area Community Improvement Plan (3.5b/13/PEC)	252
13.19.	Bill No. 470 By-law No. C.P.-_____-_____ A by-law to establish financial incentives for the Argyle Core Area Community Improvement Project Area (3.5d/13/PEC)	254
13.20.	Bill No. 471 By-law No. L.S.P.-_____-_____ A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for Southdale Road	275

West and Wickerson Road Project. (2.5/15/CSC)

- 13.21. Bill No. 472 By-law No. S.- _____ - ____ 279
A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (for the purposes of a public highway for pedestrian use only, southeast of Bakerville Street; and northwest of Red Thorne Avenue) (Chief Surveyor – for purposes of a public walkway pursuant to the Subdivision Agreement for Registered Plan 33M-709)
- 13.22. Bill No. 473 By-law No. S.- _____ - ____ 281
A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Bakerville Street) (Chief Surveyor - Plan of Subdivision requires a 0.3m Reserve on the abutting Plan, being 33M-709, for unobstructed legal access throughout the Subdivision)
- 13.23. Bill No. 474 By-law No. W.- _____ - ____ 283
A by-law to authorize the New Major Open Space Network. (Project PD204318) (2.3/11/CWC)
- 13.24. Bill No. 475 By-law No. W.- _____ - ____ 284
A by-law to authorize Project SW6050 - New and Emerging Solid Waste Technologies. (2.15d/11/CWC)
- 13.25. Bill No. 476 By-law No. WM-12-21_____ 285
A by-law to amend the Municipal Waste & Resources Collection By-law WM-12. (2.2/12/CWC)
- 13.26. Bill No. 477 By-law No. Z.-1-21_____ 287
A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 3700 Colonel Talbot Road. (2.2/13/PEC)
- 13.27. Bill No. 478 By-law No. Z.-1-21_____ 289
A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1154 Sunningdale Road East. (3.2/13/PEC)
- 13.28. Bill No. 479 By-law No. Z.-1-21_____ 291
A by-law to amend By-law No. Z.-1 to rezone an area of land located at 250-272 Springbank Drive. (3.4c/13/PEC)
- 13.29. Bill No. 480 By-law No. Z.-1-21_____ 294
A by-law to amend By-law No. Z.-1 to rezone lands located at 1938 & 1964 Commissioners Road East. (3.2e/14/PEC)

14. Adjournment



Council Minutes

12th Meeting of City Council
September 14, 2021, 4:00 PM

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

Absent: A. Kayabaga

Also Present: B. Knight, M. Ribera, B. Westlake-Power
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, J. Davison, K. Dickins, A. Hagan, G. Kotsifas, D. Purdy, C. Saunders, K. Scherr, M. Schulthess, E. Skalski, C. Smith, B. Warner, R. Wilcox

The meeting is called to order at 4:03 PM, with Mayor E. Holder in the Chair; it being noted that the following Members attended the meeting remotely: M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor J. Morgan discloses a pecuniary interest in Item 19, clause 2.15, of the 11th Report of the Civic Works Committee, having to do with participation in the South London air monitoring network pilot project, and the related Bill No. 388, by indicating that Western University is his employer, and receives funding for this project.

Councillor S. Lehman discloses a pecuniary interest in Item 3, clause 4.2, of the 12th Report of the Strategic Priorities and Policy Committee, having to do with the Downtown Business Improvement Association Appointment, by indicating that he is a member of the Association.

2. Recognitions

2.1 His Worship the Mayor recognizes the 2021 Queen Elizabeth Scholarships Recipients (Virtual Recognition)

2.2 His Worship the Mayor recognizes the City of London Employees who have achieved 25 Years of Service during 2021 (Virtual Recognition):

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: M. Cassidy

Seconded by: P. Van Meerbergen

That the change in order to move Stage 4, Council, In Closed Session, and the 12th Report of Council in Closed Session, to after Stage 13, By-laws, BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

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

5.1 11th Meeting held on August 10, 2021

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

That the Minutes of the 11th meeting held on August 10, 2021 BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

6. Communications and Petitions

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

That the following communications BE RECEIVED and BE REFERRED as follows:

6.1. Proof of COVID-19 Vaccination Administrative Policy

(Refer to the Corporate Services Committee Stage for Consideration with Item 13 (5.1) of the 14th Report of the Corporate Services Committee)

1. L. Livingstone, City Manager - Vaccination Administrative Policy
2. Councillor M. van Holst
3. (ADDED) Councillor M. van Holst

6.2. Outcome of Climate Lens Screening Applied to Major Transportation Projects

(Refer to the Civic Works Committee Stage for Consideration with Item 18 (2.14) of the 11th Report of the Civic Works Committee)

1. T. Smith
2. S. Franke, Executive Director, London Environmental Network
3. (ADDED) M. Miksa, Executive Director, London Cycle Link

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 12th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 12th Report of the Planning and Environment Committee BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Advisory Committee on the Environment

Motion made by: P. Squire

That the 6th Report of the Advisory Committee on the Environment, from its meeting held on August 4, 2021, BE RECEIVED

Motion Passed

3. (2.3) Strategic Plan Variance Report

Motion made by: P. Squire

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated August 30, 2021 entitled "Strategic Plan Variance Report" BE RECEIVED for information. (2021-C08)

Motion Passed

4. (2.4) 1196 Sunningdale Road West - Removal of Holding Provisions (H-9381) (Relates to Bill No. 442)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Landea Developments Inc., relating to the property located at 1196 Sunningdale Road West, the proposed by-law appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R1 (h-h*-100*R1-4/R1-3(8)) Zone, TO a Residential R1 (R1-4/R1-3(8)) Zone to remove the "h" and "h-100" holding provisions. (2021-D09)

Motion Passed

5. (2.5) 1284 Sunningdale Road West - Request for Extension of Draft Plan Approval (39T-04510)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Auburn Developments Inc., relating to the property located at 1284 Sunningdale Road West, the Approval Authority BE REQUESTED to approve a three (3) year extension to Draft Plan Approval for the residential plan of subdivision File No. 39T-04510, SUBJECT TO the revised conditions contained in the staff report dated August 30, 2021 as Schedule "A" 39T-04510. (2021-D09)

Motion Passed

6. (2.6) Colonel Talbot Road - Removal of Holding Provisions (Relates to Bill No. 443)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by 1423197 Ontario Inc. (Royal Premier Homes), relating to the property located at 3557 Colonel Talbot Road, the proposed by-law appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 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 Special Provision (h-5*R5-6(14)) Zone TO a Residential R5 Special Provision (R5-6(14)) Zone to remove the "h-5" holding provision. (2021-D09)

Motion Passed

7. (2.2) Draft Masonville Secondary Plan

Motion made by: P. Squire

That, the following actions be taken with respect to the draft Masonville Secondary Plan:

a) the draft Masonville Secondary Plan BE REVISED as follows:

i) any future redevelopment of 109 Fanshawe park Road should provide enhanced buffering, screening and landscaping along the western boundary of the site at Fawn Court; and,

ii) the pedestrian/cycling connection proposed at the eastern boundary of the Masonville Area Secondary Plan area to Fanshawe Park Road BE REMOVED in its entirety, as it would not lead to any destination place and may create Crime Prevention Through Environmental Design issues; and,

b) the revised as noted in part a) above, draft Masonville Secondary Plan BE CIRCULATED for further public engagement with the community and stakeholders; it being noted that a public participation meeting will be held on October 18th, 2021 at the Planning and Environment Committee for the consideration of the Masonville Secondary Plan. (2021-D08)

Motion Passed

8. (3.1) 6th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: P. Squire

That the following actions be taken with respect to the 6th Report of the Environmental and Ecological Planning Advisory Committee (EEPAC), from its meeting held on August 19, 2021:

a) the following Climate Emergency Action Plan Working Group recommendations BE FORWARDED to the Civic Administration to report back at a future Strategic Priorities and Policy Committee meeting:

i) a special advisory committee should be created to actively participate in the Climate Emergency Action Plan development and implementation. The committee should consist of representation from the City's Climate Emergency Action Plan team, representatives from advisory committees including EEPAC, First Nations and politicians.

The committee structure will facilitate continuous, long-term consultation with key stakeholders and involvement of expertise available to the City through its advisory committees;

ii) the impacts of climate change to the Natural Heritage System should be prioritized and considered holistically, not as an add-on to anthropocentric objectives; plans to protect and enhance the Natural Heritage System under climate change conditions should be explicitly included in the Climate Emergency Action Plan;

iii) the Natural Heritage System should be fully harnessed as part of the City's approach to climate change mitigation, such as the sequestration of carbon by existing green spaces including wetlands, prairies, meadows, forests and mature woodlots, etc. (not only via tree plantings), management of stormwater under extreme weather events and vegetative cover to provide evapotranspiration, reduced temperatures and reductions in runoff and flooding;

iv) to recognize the potential utility of the Natural Heritage System for climate change mitigation, we must better understand current baseline conditions. To begin, EEPAC recommends that the City assemble and present existing baseline data to EEPAC to support the quantification of carbon sequestration by the Natural Heritage System, as well as inventory of the amounts and quality of wetlands, woodlots and other natural lands currently remaining within the City of London. Only with baseline data can an effective and successful Climate Emergency Action Plan with specific targets and accountability be achieved. Using this baseline data, the impacts of climate change on the Natural Heritage System should be modeled under various warming scenarios (e.g., using Global Circulation Models). Further, models could be used to predict the extent to which local climate change effects can be mitigated by Natural Heritage features (e.g., quantifying carbon sequestration and stormwater absorption by green spaces);

v) a framework should be developed to systematically monitor the impacts of climate change on the Natural Heritage System over time, with checkpoints to assess whether the City is on track to meet its climate targets and determine if further measures are warranted; and,

vi) the role of EEPAC in the further development and implementation of the Climate Emergency Action Plan should be clarified. EEPAC wishes to remain involved in consulting with and supporting the City on the implications of the Climate Emergency;

b) clauses 1.1, 2.1, 3.1, 5.1 to 5.3, inclusive, BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation from S. Levin, Chair, EEPAC, relating to these matters.

Motion Passed

9. (3.2) 496 Dundas Street (Z-9347) (Relates to Bill No. 444)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, with respect to the application by Amiraco Properties Inc., relating to the property located at 496 Dundas Street, the proposed by-law appended to the staff report dated August 30, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Office Residential/Business District Commercial (OR*D250*H46/BDC) Zone TO a Business District Commercial Special Provision (BDC(_)*D530*H57) Zone;

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

it being noted that the Planning and Environment Committee reviewed and received a staff presentation with respect to this matter;

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

- the recommended amendment to Zoning By-law Z.-1 is consistent with the Provincial Policy Statement (PPS) which encourages the following: promoting efficient development and land use patterns; accommodating an appropriate affordable and market-based range and mix of residential types; promoting the vitality and regeneration of settlement areas; supporting transit-supportive development and active transportation; promoting energy efficiency and minimizing negative impacts to air quality and climate change; promoting intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety; and, conserving built heritage resources and cultural heritage landscapes;
 - the recommended amendment to Zoning By-law Z.-1 conforms to the Main Street Commercial Corridor policies of the 1989 Official Plan;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of the London Plan, including but not limited to the Key Directions and the Urban Corridor Place Type policies;
- the recommended amendment to Zoning By-law Z.-1 supports the in-force policies of the City Design policies of the London Plan as the project design aligns with the intent of character, streetscape, public space, site layout and building form policies of the Plan;
 - the recommended amendment to Zoning By-law Z.-1 conforms with the policy direction and site-specific permissions in the Old East Village Dundas Street Corridor Secondary Plan; and,
 - the subject lands are well-suited for the proposed mixed-use

development, given its size, location within a commercial corridor, and its proximity to arterial roads, public transit, active transportation routes and community amenities. Overall, the proposed development would support diversification, intensification and the vitality of the Dundas Street corridor. (2021-D09)

Motion Passed

10. (4.1) 6th Report of the Trees and Forests Advisory Committee

Motion made by: P. Squire

That the following actions be taken with respect to the 6th Report of the Trees and Forests Advisory Committee from its meeting held on July 28, 2021:

- a) the following actions be taken with respect to the Education and Outreach Sub-Committee update:
 - i) the documents appended to the 6th Report of the Trees and Forests Advisory Committee from the Education and Outreach Sub-Committee BE FORWARDED to the Civic Administration; and,
 - ii) the above-noted documents BE RECEIVED for information;
- b) clauses 1.1, 2.1 and 2.2, inclusive, 4.1 to 4.4, inclusive, BE RECEIVED for information.

Motion Passed

11. (4.2) 8th Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

That the following actions be taken with respect to the 8th Report of the London Advisory Committee on Heritage, from its meeting held on August 11, 2021:

- a) on the recommendation of the Director, Planning and Development, 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 properties at 40 and 42 Askin Street, By-law No. L.S.P.-2740-36 and Wortley Village- Old South Heritage Conservation District, BE APPROVED with the following terms and conditions:
 - the installation of the proposed exterior grilles be installed in a manner that replicates the muntins of the former wood windows;
 - the installation of the proposed exterior grilles be completed within six months of Municipal Council's decision on this Heritage Alteration Permit; and,
 - the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed
- b) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the request for designation of the property located at 46 Bruce Street:
 - i) notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix E of the associated staff report; and,

ii) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 46 Bruce Street to be of cultural heritage value or interest for the reasons outlined in Appendix E of this report BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;
it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;
it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal;

c) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property located at 228-230 Dundas Street, in the Downtown Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the development is consistent with the submitted plans as shown in the drawings included with the Heritage Alteration Permit application;
- the work is completed on the exterior of the addition by end of year 2021; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the London Advisory Committee on Heritage is supportive of the adaptive reuse of the building for residential purposes; and,

d) clauses 1.1, 2.1 and 2.2, inclusive, 3.1, 4.4 and 4.5, inclusive, BE RECEIVED for information.

Motion Passed

12. (5.1) Deferred Matters List

Motion made by: P. Squire

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.

Motion Passed

8.2 12th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 12th Report of the Community and Protective Services Committee BE APPROVED.

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

Absent: (1): A. Kayabaga

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) Research Into Labour Market Participation Rates in the London Economic Region - Final Report

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report dated August 31, 2021, with respect to the final report on the Research Into Labour Market Participation Rates in the London Economic Region, BE RECEIVED. (L04A)

Motion Passed

3. (2.2) Homeless Prevention COVID-19 Response Extension (Single Source Procurement SS21-29, Council Approved June 22, 2021)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the Homeless Prevention COVID-19 response Extension (Single Source Procurement SS21-29, Council Approved June 22, 2021), as per The Corporation of the City of London Procurement Policy Section 14.5 a. ii, requiring Committee and City Council approval for single source procurements greater than \$50,000:

a) extensions to existing Purchase of Service Agreements BE APPROVED as set out in the Housing Stability Services COVID-19 Response Allocations, as appended to the staff report dated August 31, 2021; it being noted that a combined total funding amount up to \$3,055,000 (excluding taxes) in 2021-2022 to provide COVID-19 Response Housing and Support Services;

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

c) the approval given, herein, BE CONDITIONAL upon The Corporation of the City of London entering into and/or amending Purchase of Service Agreements with Agencies outlined in the above-noted staff report. (2021-S08/S14)

Motion Passed

4. (2.3) Community Safety and Well-Being Plan

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the City of London Community Safety and Well-Being Plan:

- a) the Community Safety and Well-Being Plan, as appended to the staff report dated August 31, 2021, BE ADOPTED in accordance with the Police Services Act, R.S.O. 1990, c. P.15, Section 143 (1);
- b) the above-noted Plan BE SUBMITTED to the Ontario Ministry of the Solicitor General; and,
- c) the remainder of the above-noted report BE RECEIVED. (2021-S08/P15)

Motion Passed

5. (2.4) London Fire Department Emergency Apparatus Procurement

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated August 31, 2021, with respect to the London Fire Department Emergency Apparatus Procurement:

- a) the above-noted staff report BE RECEIVED in accordance with Section 14.2 of the Procurement of Goods and Services Policy;
- b) the funding for this procurement BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report. (2021-F17/V01)

Motion Passed

6. (2.5) London Fire Department Single Source Apparatus Procurement

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated August 31, 2021, with respect to the London Fire Department Single Source Apparatus Procurement:

- a) in accordance with Sections 14.4(d) and (k) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with 12000 Darch Fire of 9-402 Harmony Road, Ayr, Ontario, N0B 1E0 for pricing for a single source contract for one (1) year for the provision of one fire Engine for the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with 12000 Darch Fire to provide one fire Engine to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorization; and,
- d) that the funding for this procurement BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report. (2021-F17/V01)

Motion Passed

7. (2.6) Investing in Canada Infrastructure Plan: Community, Culture, and Recreation Stream – Transfer Payment Agreement (Relates to Bill No. 390)

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 August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to:

- a) approve the Investing in Canada Infrastructure Plan Transfer Payment Agreement between Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London, as appended to the above-noted by-law;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to approve and execute any further amendments to the above-noted Agreement if the amendments are substantially in the form of the above-noted Agreement; and,
- d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to undertake all the administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement. (2021-F11/R05B)

Motion Passed

8. (2.7) Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement (Relates to Bill No. 391)

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 August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to:

- a) approve the Ontario Transfer Payment Amending Agreement, as appended to the above-noted staff report, and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario, as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- c) delegate authority to the Deputy City Manager, Planning and Economic Development, or written designate, to authorize and approve such further and other documents, including an Investment Plan, and including agreements that may be required in furtherance of the above-noted Agreement that are consistent with the requirements contained in that Agreement and that do not require additional funding or are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and

approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor. (2021-F11/S11)

Motion Passed

9. (4.1) 4th Report of the London Housing Advisory Committee

Motion made by: J. Helmer

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

a) the following actions be taken with respect to the Notice of Planning Application dated May 12, 2021 from C. Maton, Planner II, related to an Official Plan and Zoning By-law Amendments for the property at 2009 Wharnccliffe Road South:

i) the Civic Administration BE REQUESTED to attend the next London Housing Advisory Committee to provide additional information with respect to the above-mentioned application; and,
ii) the above-mentioned Notice BE RECEIVED;

b) the following actions be taken with respect to the staff report dated May 17, 2021, from C. Saunders, City Clerk, related to the Advisory Committee Review – Interim Report VI:

i) the Governance Working Group BE ADVISED that the London Housing Advisory Committee (LHAC) endorses the continuation of an advisory committee dedicated to addressing housing and homelessness issues in the City of London;
ii) the Governance Working Group BE REQUESTED to consider broadening the mandate of LHAC; and,
iii) the above-noted report BE RECEIVED;
it being noted that B. Westlake-Power, Deputy City Clerk provided an overview with respect to this matter; and,

c) clauses 1.1, 2.1, 3.1, 3.2, 3.4, 5.1 and 5.2, BE RECEIVED.

Motion Passed

10. (4.2) London's Opioid Crisis

Motion made by: J. Helmer

That it BE NOTED that the following actions be taken with respect to the delegation from C. Ryan and J. Scott with respect to London's Opioid Crisis:

a) the presentation, as appended to the Agenda, and the verbal delegation from C. Ryan and J. Scott, with respect to London's Opioid Crisis, BE RECEIVED; and,

b) the above-noted presentation BE FORWARDED to the Civic Administration for consideration in updating the City of London website. (2021-S08)

Motion Passed

11. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at August 4, 2021, BE RECEIVED.

Motion Passed

8.3 14th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 14th Report of the Corporate Services Committee BE APPROVED, excluding items 8 (4.1) and 13 (5.1).

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.2) 2020 Annual Reporting of Lease Financing Agreements

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated August 30, 2021 regarding the 2020 Annual Reporting of Lease Financing Agreements BE RECEIVED for information.

Motion Passed

3. (2.3) Various By-law Amendments to Implement Organization Structure Change (Relates to Bill No.'s 392-394, 396-398, 400-427, 429-430, 434-441)

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the following actions be taken with respect to the various By-law amendments to implement organizational structure changes:

a) the proposed by-laws as appended to the staff report dated August 30, 2021 as Appendices B1 to B41 BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to amend the following By-laws to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes:
By-Law Short Title and Number

1. A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The

Corporation of the City of London (the “City”) and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate (C.P.-1560-106)

2. A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties (C.P.-1502-129)
3. A by-law to require an applicant to consult with the municipality prior to making an application under the Planning Act (C.P.-1469-217)
4. Abandoned Refrigerator, Freezer and Container (PW-2)
5. Additional Residential Unit Loan Agreement (C.P.-1561-107)
6. Administrative Monetary Penalty System (AMPS) (A-54)
7. Animal Control (PH-3)
8. Basement Flooding Grant Program (A.-7562-160)
9. Boulevard Tree Protection (CP-22)
10. Business Licensing (L.-131-16)
11. Committee of Adjustment and Consent Authority (CP-23)
12. Complete Application Delegation and Acceptance (C.P.-1470-218)
13. Council Procedure (A-50)
14. Dog Licensing and Control (PH-4)
15. Drainage (WM-4)
16. Execution of Certain Documents (A-1)
17. Heavy Loads on Roads (S-2)
18. Informal Residential Care Facility Licensing (CP-21)
19. Minimum Maintenance Standards for Municipal Highways (A.-7769-461)
20. Municipal Waste and Resource Material Collection (WM-12)
21. Naming of Highways and Numbering of Buildings and Lots (B-1)
22. Parks and Recreation Area (PR-2)
23. Pit Bull Dog Licensing (PH-12)
24. Public Nuisance (PH-18)
25. Public Pound Bylaw (PH-5)
26. Residential Rental Units Licensing (CP-19)
27. Sign (S.-5868-183)
28. Site Alteration (C.P.-1363-381)
29. Site Plan Control (C.P.-1455-541)
30. Smoking Near Recreation Amenities and Entrances (A.-6924-85)
31. Sound (PW-12)
32. Streets (S-1)
33. Subdivision & Condominium Delegation and Approval (CP-17)
34. Swimming Pool Fence (PS-5)
35. Traffic and Parking (PS-113)
36. Tree Protection (C.P.-1555-252)
37. Vehicle for Hire (L-130)
38. Vital Services (PH-6)
39. Waste Discharge (WM-16)
40. Wastewater and Stormwater (WM-28)
41. Water (W-8); and,

b) the proposed by-laws as appended to the staff report dated August 30, 2021 as Appendices C1 to C3 BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to repeal the following By-laws:

1. By-law No. L.-8 being “A By-law to provide for the licensing and regulation of Methadone Clinics and Methadone Pharmacies in the

City of London” as the By-law is no longer required as Clinic and Pharmacies are regulated by other legislation and regulations.

2. By-law No. A-10 being “A By-law to provide for the Regulation of Adult Video Cassette and Disc Outlets” as the By-law is no longer required due to technological changes.

3. By-law No. A-11 being “A by-law to provide for the Regulation of Adult Book and Magazine Outlets” as the By-law is no longer required due to technological changes.

Motion Passed

4. (2.5) Strategic Plan Variance Report

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Enterprise Supports and the City Manager, the staff report dated August 30, 2021 with respect to the Strategic Plan Progress Variance BE RECEIVED for information.

Motion Passed

5. (2.6) Leave of Absence - Federal Election

Motion made by: M. Cassidy

That the communication dated August 13, 2021 from Councillor A. Kayabaga regarding an unpaid leave of absence until September 20, 2021 BE RECEIVED.

Motion Passed

6. (2.1) City of London's Credit Rating

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the City of London's Credit Rating Report, providing a summary of Moody's Investors Service Credit Opinion of the City of London, BE RECEIVED for information.

Motion Passed

7. (2.4) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 395)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Interim Director, Economic Services and Supports, on the advice of the Director, Realty Services with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

a) the proposed by-law as appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to

amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting Attachment “B” to Schedule “A” – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment “B” to Schedule “A” to amend the current pricing for City-owned serviced industrial land in Innovation Park, Skyway Industrial Park, River Road Industrial Park, Cuddy Boulevard Parcels and Trafalgar Industrial Park as follows:

Innovation Park (Phases 1 to 4), Skyway Industrial Park, River Road Industrial Park, and Huron Industrial Park, and Cuddy Blvd Parcels:

- Lots up to 4.99 acres from \$80,000 per acre to \$125,000 per acre

- 5.00 acres and up from \$70,000 per acre to \$115,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:

- All lot sizes – from \$65,000 per acre to \$115,000.00 per acre;

b) the staff report dated August 30th, 2021 entitled “Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land”, BE RECEIVED.

Motion Passed

9. (4.2) Covid Perception, Reality and Legality

Motion made by: M. Cassidy

That the communication dated August 21, 2021 from Councillor M. van Holst with respect to COVID perception, reality and legality BE RECEIVED.

Motion Passed

10. (4.3) Municipal Support for Truth and Reconciliation

Motion made by: M. Cassidy

That the following actions be taken with respect to the information from the AMO Board of Directors meeting of August 14, 2021, related to municipal support for truth and reconciliation:

a) the information BE FORWARDED to the Civic Administration for consideration; and,

b) the Civic Administration BE DIRECTED to report back to a future meeting of the appropriate standing committee with potential actions for the Municipal Council to consider, including but not limited to, amendments to the Flags at City Hall Policy.

Motion Passed

11. (4.4) Application - Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation

Motion made by: M. Cassidy

That based on the application dated August 6, 2021 from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, September 30, 2021 BE PROCLAIMED as Orange Shirt Day/National Day for Truth and Reconciliation.

Motion Passed

12. (4.5) Application - Issuance of Proclamation - Dyslexia Awareness Month

Motion made by: M. Cassidy

That based on the application dated August 11, 2021 from Dyslexia Canada, October 1, 2021 BE PROCLAIMED as Dyslexia Awareness Month.

Motion Passed

14. (5.2) Recommendation for Appointment to the London Hydro Inc. Board of Directors

Motion made by: M. Cassidy

That on the recommendation of the Corporate Services Committee, the applicant, Tania Goodine, BE FORWARDED to the Strategic Priorities and Policy Committee, as the Shareholder, for appointment to the London Hydro Inc. Board of Directors.

Motion Passed

8. (4.1) Vacant Residential Property Tax Review

Motion made by: M. Cassidy

That the Civic Administration BE DIRECTED to undertake a review, including but not limited to gathering information from other Ontario municipalities advancing this option, to determine the potential scope and feasibility of developing and implementing a vacant residential property tax on the residential property class and report back to the appropriate Standing Committee.

Motion made by: S. Turner

Seconded by: A. Hopkins

Amend clause 4.1 to add the following:

"and that the Mayor BE DIRECTED to approach the Province with respect to providing municipalities with the same vacant taxation ability to other classes of properties including commercial, and light industrial."

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

Motion made by: S. Lewis

Seconded by: E. Pelozo

That clause 4.1, as amended, BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

Clause 4.1, as amended, reads as follows:

That the following actions be taken with respect to vacant residential property taxes:

a) the Civic Administration BE DIRECTED to undertake a review, including but not limited to gathering information from other Ontario municipalities advancing this option, to determine the potential scope and feasibility of developing and implementing a vacant residential property tax on the residential property class and report back to the appropriate Standing Committee; and,

b) the Mayor BE DIRECTED to approach the Province with respect to providing municipalities with the same vacant taxation ability to other classes of property including commercial and light industrial.

8.4 11th Report of the Civic Works Committee

Motion made by: E. Pelozo

That the 11th Report of the Civic Works Committee BE RECEIVED, excluding items 18 (2.14) and 19 (2.15).

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

Councillor J. Morgan discloses a pecuniary interest with respect to Item 2.15, having to do with the Participation in the South London Air Monitoring Network Pilot Project by indicating that part of the funding for this project will go to Western University, which is his employer.

Motion Passed

2. (2.1) 6th Report of the Cycling Advisory Committee

Motion made by: E. Pelozo

That the 6th Report of the Cycling Advisory Committee, from its meeting held on July 21, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Appointment of Consulting Engineer for the Hyde Park EA SWM Works - Assignment 'A' Detailed Design

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 August 31, 2021, related to the appointment of consulting services for the Hyde Park EA SWM Works – Assignment 'A' project:

- a) Stantec Consulting Inc. BE APPOINTED consulting engineers to complete the detailed design for the Hyde Park EA SWM Works – Assignment 'A' project in accordance with the estimate, on file, at an upset amount of \$301,032.57 (including contingency, provisional items and allowances), excluding HST, in accordance with Section 15.2(e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) 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-E09)

Motion Passed

4. (2.3) Contract Award: Tender Award RFT 21-88 - Tender Award for Dingman Creek Southwinds (Tributary 12) Natural Channel Reconstruction and Flood Mitigation

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 August 31, 2021, related to the award of contract for the Dingman Creek Southwinds Channel (Tributary 12) Reconstruction and Multiuse Pathway:

- a) the bid submitted by J-AAR Excavating Limited at its tendered price of, \$4,069,026.25 (including 10% contingency), excluding HST, for the Dingman Creek Southwinds Channel (Tributary 12) Reconstruction and Multiuse Pathway Project, BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of two bids received and meets the City's specifications and requirements in all areas;
- b) Ecosystem Recovery Inc. BE APPROVED for additional construction administration fee of \$74,046.50 (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) Civic Administration INITIATE a Zoning By-law amendment following the completion of this project to update the limits of the Open Space (OS) Zones to reflect the limits of the Regulatory Floodplain Limits as identified in as-built construction drawings;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT21-88); 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-E05/E21)

Motion Passed

5. (2.4) Appointment of Consulting Engineer for Wastewater Treatment Plant Condition Assessment and Asset Valuation

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 August 31, 2021, related to the Appointment of Consulting Engineer for the Condition Assessment and Asset Valuation of the City's Wastewater Treatment Plants:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers to complete the condition assessment, asset valuation and capital renewal forecasting assignment for the City's wastewater treatment plants, in the total amount of \$291,163.00 (including contingency), excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

Motion Passed

6. (2.5) Appointment of Consulting Engineers - Stormwater Management Facility Build-out Sediment Survey

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 August 31, 2021, related to the Appointment of Consulting Engineers for the Stormwater Management Facility Build-out Sediment Survey project:

- a) Ecosystem Recovery Inc. BE APPOINTED Consulting Engineers to complete the Stormwater Management Facility Build-out Sediment Survey project, in the total amount of \$273,600.00 (including contingency), excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

Motion Passed

- 7. (2.6) Delegation of Authority to Approve Work at the Westminster Wastewater Treatment Plant (Relates to Bill No. 399)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to amend By-law No. A.-7895-270 being "A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement" to delegate the function of approving future site improvements and construction by Trojan Technologies to the Deputy City Manager, Environment and Infrastructure, or her delegate. (2021-E03)

Motion Passed

- 8. (2.7) Appointment of Consulting Engineers - Culvert Inventory and Condition Assessment (RFP21-52) - 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 August 31, 2021, related to the Appointment of Consulting Engineer for the Culvert Inventory and Condition Assessment project:

- a) Stantec Consulting Ltd. BE APPOINTED Consulting Engineers to complete the Culvert Inventory and Condition Assessment, in the total amount of \$119,532.48 (including contingency), excluding HST, in accordance with Section 19.4(c) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;

- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T06)

Motion Passed

9. (2.8) Increase Contract Award: West London Dyke Reapplication of Anti-Graffiti Coating to Phases 1 and 2

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 August 31, 2021, related to increasing the existing contract for Phase 7 West London Dyke project:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out added works for Phase 7 of the West London Dyke reconstruction by increasing the City's cost share by \$219,114.38 (including contingency), excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E01)

Motion Passed

10. (2.9) Appointment of Consulting Engineers - McNay Drain Rehabilitation and Construction Administration

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 August 31, 2021, related to the Appointment of Consulting Engineers for the McNay Drain Rehabilitation and Contract Administration project:

- a) Ecosystem Recovery Inc. BE APPOINTED Consulting Engineers to complete the McNay Drain Rehabilitation and Contract Administration, in the total amount of \$387,485.00 (including contingency), excluding HST;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E09)

Motion Passed

- 11. (2.10) Amendments to the Traffic and Parking By-law (Relates to Bill No. 428)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 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-T02/T08)

Motion Passed

- 12. (2.11) 2020 Corporate Energy Consumption and Activities Report

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 August 31, 2021, related to the 2020 Corporate Energy Consumption and Activities Report:

- a) the above-noted staff report BE RECEIVED for information; and,
- b) the above-noted staff report BE CIRCULATED to the Advisory Committee on the Environment (ACE) for their information. (2021-E17)

Motion Passed

- 13. (2.12) 2020 Community Energy Use and Greenhouse Gas Inventory Emissions Inventory

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 August 31, 2021, related to the 2020 Community Energy Use and Greenhouse Gas Emissions Inventory:

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

b) the above-noted staff report BE CIRCULATED to the Advisory Committee on the Environment (ACE), Transportation Advisory Committee (TAC), Cycling Advisory Committee (CAC), Trees and Forestry Advisory Committee (TFAC), Agricultural Advisory Committee (AAG), and Environmental and Ecological Planning Advisory Committee (EEPAC) for their information. (2021-E17)

Motion Passed

14. (2.13) Outcome of Climate Lens Process Applied to Waste Management Programs and Projects

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated August 31, 2021, related to how the Climate Lens Process has been applied to a broad range of plans, programs and projects in Waste Management, BE RECEIVED for information. (2021-E07)

Motion Passed

15. (2.16) Single Source Additional Forestry Stump Cutter

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated August 31, 2021, related to the purchase of a Tow-Behind Forestry Stump Cutter:

- a) the Single Source negotiated price BE ACCEPTED to purchase one (1) 2021 Vermeer SC802 Stump Cutter for a total estimated price of \$88,000.00, excluding HST, from Vermeer Canada Inc. 4191 Perkins Road, London, Ontario N6L1C2;
- b) the financing for this purchase BE APPROVED in accordance with the Source of Financing Report as appended the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) 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. (2021-V02)

Motion Passed

16. (2.17) RFP 21-37 Supply and Delivery of CNG Split Steam Rear Loading Waste Collection Trucks

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated August 31, 2021, related to the supply and delivery of

Compressed Natural Gas (CNG) Split Stream Rear Loading Waste Collection Trucks:

- a) the submission from London Machinery Inc. (LMI) 15790 Robin's Hill Road, London, Ontario N5V0A4 for a total purchase price of \$10,755,520.00 excluding HST, BE ACCEPTED;
- b) the financing for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, purchase order, or contract record relating to the subject matter of this approval. (2021-V01)

Motion Passed

17. (2.18) COVID-19 Resilience Infrastructure Stream - Local Government Intake - Transfer Payment Agreement (Relates to Bill No. 389)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to approve the Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Team - Local Government Intake Stream Projects between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London ("Agreement") and authorize the Mayor and the City Clerk to execute the Agreement and any future amending agreements. (2021-S08/F11)

Motion Passed

20. (4.1) 7th Report of the Transportation Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 7th Report of the Transportation Advisory Committee, from its meeting held on August 3, 2021:

- a) the following actions be taken with respect the Transportation Advisory Committee (TAC) Evolution and Recommendation document from D. Foster:
 - i) the City Clerk BE ADVISED that the TAC has completed its evolution into a model Advisory Committee and should, therefore, maintain its current Terms of Reference make up and "at large" pilot; and,
 - ii) the City Clerk BE ADVISED that the progress of the TAC should be evaluated concurrently with the proposed, but as yet untested, Community Engagement Panel pilot concept; and,

- b) clauses 1.1, 2.1, 3.1, 3.3, 3.4, and 5.1 BE RECEIVED.

Motion Passed

21. (4.2) Commercial E-scooters in the City of London

Motion made by: E. Pelosa

That the following actions be taken with respect to Commercial E-scooters in the City of London:

a) the communications from the following individuals with respect to this matter BE RECEIVED:

- Gaunt;
- Besseau;
- Schafer;
- Elford; and,
- Lepofsky;

b) the above-noted communications and comments from delegations heard by the Civic Works Committee BE FORWARDED to Civic Administration for consideration. (2021-S12)

Motion Passed

22. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at August 23, 2021, BE RECEIVED.

Motion Passed

23. (5.2) 7th Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 7th Report of the Cycling Advisory Committee, from its meeting held on August 18, 2021:

a) a Sub-Committee BE ESTABLISHED to prepare comments and feedback with respect to the Dundas Place Traffic Diversion and report back to the Cycling Advisory Committee at their next meeting;

b) Municipal Council and Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the petition calling for the creation of bike lock-up facilities in the City of London and that the CAC is appreciative of the bike locker pilot project that is being launched in the City of London; and,

c) clauses 1.1, 2.1, 3.1, and 3.3 BE RECEIVED.

Motion Passed

18. (2.14) Outcome of Climate Lens Screening Applied to Major Transportation Projects

At 4:59 PM, Mayor E. Holder, places Councillor J. Morgan in the Chair.

At 5:00 PM, Mayor E. Holder resumes the Chair.

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the initial Climate Emergency screening of current major transportation projects:

a) Civic Administration BE DIRECTED to implement the project specific recommendations contained in the above-noted staff report that includes:

i) proceeding with the implementation of a number of transportation projects with consideration of the outcomes of the review as identified in the report;

ii) suspending the Discover Wonderland Environmental Assessment noting that the role and function of this corridor will be considered as part of the future Mobility Master Plan;

iii) suspending the corridor widening on Adelaide Street North noting that the Environmental Assessment for the Adelaide Street North should be finalized to inform complete streets intersection improvements at Sunningdale Road planned for 2025 and the remainder of the corridor improvements will be subject to further assessment under the future Mobility Master Plan;

b) subject to Municipal Council approval of the above-noted recommendation, Civic Administration BE DIRECTED to adjust the Multi-Year Budget during the next appropriate update cycle; and,

c) Civic Administration BE DIRECTED to review ongoing transportation projects to consider climate change mitigation and adaptation to ensure resiliency of critical transportation infrastructure;

it being noted that the communication from R. Henkel, with respect to this matter, was received. (2021-T05/E05)

Motion made by: S. Lehman

Seconded by: P. Squire

That clause 2.14 of the 11th Report of the Civic Works Committee BE AMENDED by adding the following new part d):

“d) the Civic Administration BE DIRECTED to include specific actions to address traffic congestion areas on Wonderland Road in the development of the future Mobility Master Plan; it being noted that the corridor will be evaluated as part of the upcoming Plan with a focus on transit, high occupancy vehicle use and active transportation.”

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

Nays: (1): P. Van Meerbergen

Absent: (1): A. Kayabaga

Motion Passed (13 to 1)

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

That consideration of part a) ii) of clause 2.14 of the 11th Report of the Civic Works Committee BE REFERRED to a future meeting of the Civic Works Committee, following the consideration of the future Mobility Master Plan.

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

Nays: (8): S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and E. Pelozza

Absent: (1): A. Kayabaga

Motion Failed (6 to 8)

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

That clause 2.14, as amended, BE APPROVED.

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

Nays: (5): M. van Holst, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (9 to 5)

Clause 2.14, as amended, reads as follows:

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the initial Climate Emergency screening of current major transportation projects:

a) Civic Administration BE DIRECTED to implement the project specific recommendations contained in the above-noted staff report that includes:

- i) proceeding with the implementation of a number of transportation projects with consideration of the outcomes of the review as identified in the report;
- ii) suspending the Discover Wonderland Environmental Assessment noting that the role and function of this corridor will be considered as part of the future Mobility Master Plan;
- iii) suspending the corridor widening on Adelaide Street North noting that the Environmental Assessment for the Adelaide Street North should be finalized to inform complete streets intersection improvements at Sunningdale Road planned for 2025 and the remainder of the corridor improvements will be subject to further assessment under the future Mobility Master Plan;

b) subject to Municipal Council approval of the above-noted recommendation, Civic Administration BE DIRECTED to adjust the Multi-Year Budget during the next appropriate update cycle;

c) Civic Administration BE DIRECTED to review ongoing transportation projects to consider climate change mitigation and adaptation to ensure resiliency of critical transportation infrastructure; and,

d) the Civic Administration BE DIRECTED to include specific actions to address traffic congestion areas on Wonderland Road in the development of the future Mobility Master Plan; it being noted that the corridor will be evaluated as part of the upcoming Plan with a focus on transit, high occupancy vehicle use and active transportation;

it being noted that the communication from R. Henkel, with respect to this matter, was received. (2021-T05/E05)

19. (2.15) Participation in the South London Air Monitoring Network Pilot Project (Relates to Bill No. 388)

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the South London Air Monitoring Network Pilot Project:

a) the above-noted staff report BE RECEIVED for information;

b) the proposed by-law as appended to the above-noted staff report BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to authorize and approve an Agreement between Envirosuite Canada Inc. and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement;

c) the single source negotiated price BE ACCEPTED to hire Envirosuite Limited for a term of three years for a total estimated price of \$303,990.00, excluding HST;

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

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

f) 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; and,

g) Civic Administration BE AUTHORIZED to work with Western University (Western Engineering) on the South London Air Monitoring Network Pilot Project including a specific focus on the W12A Landfill with approved funds in 2021 and base program funds in 2022 (Program 480201.355000) in the amount of \$40,000 per year for two years; noting that City of London funds will be used by Western University to secure additional research funding through Mitacs and similar academic funding agencies. (2021-E05)

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

Recuse: (1): J. Morgan

Absent: (1): A. Kayabaga

Motion Passed (13 to 0)

8.5 12th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 12th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding items 2(4.1) and 3(4.2).

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that Councillor S. Lehman disclosed a pecuniary interest in item 4.2, having to do with a proposed appointment to the London Downtown Business Association (LDBA), by indicating that he is a member of the LDBA.

Motion Passed

4. (4.3) 5th Report of the Diversity Inclusion and Anti-Oppression Advisory Committee

Motion made by: J. Morgan

That the following actions be taken with respect to the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on August 19, 2021:

a) the following actions be taken with respect to the Awards and Recognition Sub-Committee update:

i) the request from the Awards and Recognition Sub-Committee for budget allocation of up to \$700.00 for the 2021 Diversity, Race Relations and Inclusivity Award, BE APPROVED; and,

ii) it BE NOTED that the verbal update from A. Husain with respect to the Awards and Recognition Sub-Committee meeting was received; and,

b) that clauses 1.1, 1.2, 2.1, 2.2, 3.1, 4.1, 4.2, 5.2, 5.3, 5.4, 6.1 and 7.1 BE RECEIVED.

Motion Passed

5. (4.4) London Transit Commission Vacancy

Motion made by: J. Morgan

That the resignation of Tanya Park from the London Transit Commission as of October 22, 2021 BE ACCEPTED and the City Clerk BE DIRECTED to publicly advertise for a replacement appointment with applications to be considered at the next meeting of the Strategic Priorities and Policy Committee.

Motion Passed

6. (4.5) Appointment to the London Hydro Inc. Board of Directors (Relates to Bill No. 445)

Motion made by: J. Morgan

That, on the recommendation of the Corporate Services Committee, the ~~attached~~ proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held September 14, 2021 to:

- a) ratify and confirm the Resolution of the Shareholder of London Hydro Inc., ~~attached~~ as Schedule "A" to the by-law; and
- b) authorize the Mayor and the City Clerk to execute the Resolution of the Shareholder of London Hydro Inc. ~~attached~~ as Schedule "A" to the by-law;

it being noted that Tania Goodine was selected for appointment to the London Hydro Inc. Board of Directors in accordance with the selection process held at the Corporate Services Committee on August 30, 2021.

Motion Passed

2. (4.1) 4 Pillars of Medical Ethics - Courtney Roddis

At 6:15 PM, Councillor M. Salih leaves the meeting.

Motion made by: J. Morgan

That the communications listed on the public agenda as items 4.1 (a) through (ac), inclusive, BE RECEIVED for information, and no further action be taken with respect to these submissions; it being noted that there are no current related decisions or considerations before the Strategic Priorities and Policy Committee at this time.

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

Nays: (1): M. van Holst

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

Motion Passed (12 to 1)

3. (4.2) Downtown Business Improvement Association Appointment

Motion made by: J. Morgan

That Councillor J. Helmer BE APPOINTED as the Municipal Council representative on the Downtown Business Area Board to replace Councillor A. Kayabaga, on an interim basis until such time as the leave of Councillor Kayabaga is resolved; it being noted that the Strategic Priorities and Policy Committee received a communication dated August 19, 2021 from A. McClenaghan, Chair, LDBA and D. McCallum, Chair, MSL and a communication dated August 17, 2021, with respect to this matter.

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

Recuse: (1): S. Lehman

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

Motion Passed (12 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Lewis

Seconded by: S. Lehman

That Introduction and First Reading of Bill No's 387, 389 to 445, inclusive, BE APPROVED.

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

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

Motion Passed (13 to 0)

Motion made by: A. Hopkins

Seconded by: M. van Holst

That Second Reading of Bill No's 387, 389 to 445, inclusive, BE APPROVED.

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

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

Motion Passed (13 to 0)

Motion made by: S. Hillier

Seconded by: S. Turner

That Third Reading and Enactment of Bill No's. 387, 389 to 445, inclusive, BE APPROVED.

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

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

Motion Passed (13 to 0)

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

That Introduction and First Reading of Bill No. 388, BE APPROVED.

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

Recuse: (1): J. Morgan

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

Motion Passed (12 to 0)

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

That Second Reading of Bill No. 388, BE APPROVED.

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

Recuse: (1): J. Morgan

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

Motion Passed (12 to 0)

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

That Third Reading and Enactment of Bill No. 388, BE APPROVED.

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

Recuse: (1): J. Morgan

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

Motion Passed (12 to 0)

4. Council, In Closed Session

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

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 lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position,

plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/12/CPSC)

4.2 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including communications necessary for that purpose, as it relates to interviews for the nomination to the London Hydro Inc. Board. (6.1/14/CSC)

4.3 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. (6.2/14/CSC)

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

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

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation with respect to the partial expropriation of property located at 920, 924, 928 and 930 Western Road including matters before administrative tribunals, affecting the municipality or local board, Board of Negotiation file number BN 21-22; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 920, 924, 938 and 930 Western Road; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation or potential litigation in connection with the expropriation of a property located at 920, 924, 928 and 930 Western Road. (6.8/14/CSC)

4.10 Labour Relations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations regarding the Corporation's associations and 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. (6.9/14/CSC)

4.11 Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.10/14/CSC)

Motion Passed

The Council convenes, In Closed Session, from 6:23 PM to 7:19 PM.

8. Reports

8.3 14th Report of the Corporate Services Committee

13. (5.1) Proof of COVID-19 Vaccination Administrative Policy

Motion made by: M. Cassidy

That the following actions be taken with respect to the "Proof of COVID-19 Vaccination Administrative Policy:

a) the staff report, dated August 30, 2021, with respect to this matter BE RECEIVED; it being noted that an updated Proof of COVID-19 Vaccination Administrative Policy was provided to Council on the public agenda.; and,

b) the civic administration BE DIRECTED to bring forward to the next meeting of the Corporate Services Committee a similar COVID-19 Vaccination Council Policy, specifically applicable to the Members of Council, for consideration;

it being noted that two communications from Councillor M. van Holst were received with respect to this matter.

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

Nays: (1): M. van Holst

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (11 to 1)

9. Added Reports

9.1 12th Report of Council in Closed Session

Motion made by: S. Lehman

Seconded by: M. Cassidy

1. Property Acquisition - West of Canterbury Park and the London Hyde Park Rotary Link Trail - Stanton Drain Remediation Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at West of Canterbury Park and the London Hyde Park Rotary Link Trail, further described as Part North ½ lot 25, Concession 3, London Township, designated as Part 1, 2, and 3 on reference plan 33R-1961, being all of PIN 08053-0503 (LT), containing an area of approximately 18.10 acres, as shown on the location map attached as Appendix "B", for the purpose of remediation work to accommodate the Stanton Drain Remediation Project, the following actions be taken:

a) the offer submitted by 1390226 Ontario Inc. (the "Vendor"), to sell the subject property to the City, for the sum of \$552,300.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement attached as Appendix "C"; and,

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

2. Partial Property Acquisition - 2118 Richmond Street - Sunningdale 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 Director, Realty Services, with respect to the acquisition of a portion of property from 2118 Richmond Street, further described as Part Lot 16, Concession 6, in the City of London, County of Middlesex, being part of PIN 08145- 0151, designated as Parts 15, 16, and 17, Plan 33R-21022, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Sunningdale Road Improvements Project, the following actions be taken:

a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Encore at Upper Richmond Village Inc. (the "Vendor"), to sell the subject property to the City, for the sum of \$323,600.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement;

b) the Grant of Temporary Easement and Consent to Enter, attached as Appendix "C", submitted by Encore at Upper Richmond Village Inc. (the "Vendor"), for the sum of \$30,900.00, for the term of twenty-four months (24) with an option to renew for twelve (12) months for an additional \$15,450.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement; and,

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

3. Partial Property Acquisition - 135 Villagewalk Boulevard - Sunningdale 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 Director, Realty Services, with respect to the acquisition of a portion of property from 135 Villagewalk Boulevard, further described as Part of Block 90, Plan 33M-633, in the City of London, County of Middlesex, being part of PIN 08138- 0849, designated as Parts 4 and 5, Plan 33R-20957, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Sunningdale Road Improvements Project, the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix “C”, submitted by 2560334 Ontario Inc. (the “Vendor”), to sell the subject property to the City, for the sum of \$161,650.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement;
- b) the Grant of Temporary Easement and Consent to Enter, attached as Appendix “C”, submitted by 2560334 Ontario Inc. (the “Vendor”), for the sum of \$75,000.00, for the term of twenty-four months (24) with an option to renew for twelve (12) months for an additional \$37,500.00, subject to the terms and conditions BE ACCEPTED set out in the agreement; and,
- c) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

4. Property Acquisition - 267 Wellington Road - Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 267 Wellington Road, further described as Part of Lots 68 and 69, Plan 452 (4th), being SLY 33 FT 6 in LT 68 & NLY 3 FT 6 In LT69, being all of PIN 08364-0095 (LT), containing an area of approximately 4,456 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by Victoria Elizabeth McCracken (the “Vendor”), to sell the subject property to the City, for the sum of \$463,000.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement attached as Appendix “C”; and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

5. Property Acquisition - 269 Wellington Road - Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 269 Wellington Road, further described as Part of Lots 69 and 70, Plan 452 (4th), as in 603560, being all of PIN 08364-0096 (LT), containing an area of approximately 4,434.73 square feet, as shown on the location map attached as Appendix “B,” for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by Neria Lefort (the “Vendor”), to sell the subject property to the City, for the sum of \$463,000.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement attached as Appendix “C;” and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

6. Offer to Purchase Industrial Land – 10264539 Canada Ltd. –
Innovation Park, Phase I

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 I, containing an area of approximately 5.47 acres, located on the west side of Innovation Drive, more specifically described as Part of Block 3, Plan 33M-544, designated as Part 7, Plan 33R-20553, in the City of London, County of Middlesex, being all of PIN 08197-0293, as outlined on the sketch attached hereto as Appendix “A” and the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 10264539 Canada Ltd. (the “Purchaser”) to purchase from the City, 5.47 acres of the subject property, at a purchase price of \$382,900.00, reflecting a sale price of \$70,000.00 per acre BE ACCEPTED .

7. National Day for Truth and Reconciliation

That, on the recommendation of the Director, People Services with the concurrence of the City Manager, the Civic Administration BE DIRECTED that the Corporation recognize and observe the National Day for Truth and Reconciliation, which seeks to honour First Nations, Inuit and Metis Survivors and their families and communities and to ensure public commemoration of their history and the legacy of residential schools remains a vital component of the reconciliation process, by closing all but its essential services and providing its employees with a paid holiday (save and except our casual employee group).

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

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

That Introduction and First Reading of Added Bill No.'s 446 to 451 BE APPROVED.

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

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

Motion made by: E. Pelosa
Seconded by: S. Lehman

That Second Reading of Added Bill No.'s 446 to 451, BE APPROVED.

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

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

That Third Reading and Enactment of Added Bill No.'s 446 to 451, BE APPROVED.

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

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

The following are enacted as by-laws of The Corporation of the City of London:

Bill	By-law
Bill No. 387	By-law No. A.-8151-278 - A by-law to confirm the proceedings of the Council Meeting held on the 14 th day of September, 2021. (City Clerk)
Bill No. 388	By-law No. A.-8152-279 - A by-law to authorize and approve an Agreement between Envirosuite Canada Inc. and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement. (2.15b/11/CWC)
Bill No. 389	By-law No. A.-8153-280 - A by-law to approve the Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Team – Local Government Intake Stream Projects between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.18/11/CWC)
Bill No. 390	By-law No. A.-8154-281 - A by-law to approve and authorize the execution of the Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London. (2.6/12/CPSC)
Bill No. 391	By-law No. A.-8155-282 - A by-law to approve the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing. (2.7/12/CPSC)
Bill No. 392	By-law No. A.-8156-283 - A by-law to repeal By-law No. L.-8 being “A By-law to provide for the licensing and regulation of Methadone Clinics and Methadone Pharmacies in the City of London” as the By-law is no longer required as Clinic and Pharmacies are regulated by other legislation and regulations. (2.3b/14/CSC)
Bill No. 393	By-law No. A.-8157-284 - A by-law to repeal By-law No. A-10 being “A by-law to provide for the Regulation of Adult Video Cassette and Disc Outlets” as the By-law is no longer required due to technological changes. (2.3b/14/CSC)

Bill	By-law
Bill No. 394	By-law No. A.-8158-285 - A by-law to repeal By-law No. A-11 being "A by-law to provide for the Regulation of Adult Book and Magazine Outlets" as the By-law is no longer required due to technological changes. (2.3b/14/CSC)
Bill No. 395	By-law No. A.-6151(ac)-286 - A by-law to authorize and approve to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City-owned serviced industrial land. (2.4/14/CSC)
Bill No. 396	By-law No. A.-6924(a)-287 - A by-law to amend By-law No. A.-6924-85, as amended, being "A by-law to prohibit smoking within 9 metres of recreation amenities in Municipal Parks, and Entrances to Municipally-owned Buildings" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 397	By-law No. A.-7562(c)-288 - A by-law to amend By-law No. A.-7562-160, as amended, being "A By-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector, and Storm Drain Connection Grant Program By-law" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 398	By-law No. A.-7769(a)-289 - A by-law to amend By-law A.-7769-461 being "A by-law to delegate authority to the City Engineer or the City Engineer's designate, Director, Roads and Transportation or Division Manager, Transportation and Roadside Operations, to declare the beginning and end of a significant weather event for the purposes of administering the Municipal Act, 2001, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways" to change Civic Administration titles to reflect the current organizational structure (2.3a/14/CSC)
Bill No. 399	By-law No. A.-7895(a)-290 - A by-law to amend by-law No. A.-7895-270 being "A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement" to delegate the function of approving future site improvements and construction by Trojan Technologies to the Deputy City Manager, Environment and Infrastructure, or her delegate. (2.6/11/CWC)
Bill No. 400	By-law No. A-1-21015 - A by-law to amend By-law No. A-1, as amended, being "A bylaw to provide for the Execution of Certain Documents" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)

Bill	By-law
Bill No. 401	By-law No. A-50-21009 - A by-law to amend By-law No. A-50, as amended being "A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 402	By-law No. A-54-21007 - 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 change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 403	By-law No. B-1-21007 - A by-law to amend By-law No. B-1, as amended, being "A by-law to provide for the Naming of Highways and the Numbering of Buildings and Lots" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 404	By-law No. C.P.-1363(i)-291 - A by-law to amend By-law No. C.P.-1363-381, as amended, being "A by-law to prohibit and regulate the placing or dumping of fill and the alteration of the grade of land in defined areas of the City of London" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 405	By-law No. C.P.-1455(q)-292 - A by-law to amend By-law No. C.P.-1455-541, as amended, being "A by-law to designate a site plan control area and to delegate Council's power under Section 41 of the Planning Act, R.S.O. 1990, c.P. 13 to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 406	By-law No. C.P.-1469(c)-293 - A by-law to amend By-law No. C.P.-1469-217, as amended, being "A by-law to require an applicant to consult with the municipality prior to making an application under the Planning Act" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 407	By-law No. C.P.-1470(f)-294 - A by-law to amend By-law No. C.P.-1470-218, as amended, being "A by-law to delegate the authority to require an applicant to provide information and material in support of various Planning Act applications" to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 408	By-law No. C.P.-1502(b)-295 - A by-law to amend By-law No. C.P.-1502-129, as amended, being "A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 409	By-law No. C.P.-1555(a)-296 - A by-law to amend By-law No. C.P.-1555-252, being "A by-law to regulate the Injuring and Destruction of Trees and to encourage preservation and planting of Trees throughout the City of London" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)

Bill	By-law
Bill No. 410	By-law No. C.P.-1560(a)-297 - A by-law to amend By-law No. C.P.-1560-106, being “A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 411	By-law No. C.P.-1561(a)-298 - A by-law to amend By-law No. C.P.-1561-107, being “A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property providing affordable rental units (the “Borrower”) to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low vacancy rental rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 412	By-law No. CP-17-21006 - A by-law to amend By-law No. CP-17, as amended, being “A by-law to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 413	By-law No. CP-19-21004 - A by-law to amend By-law No. CP-19, as amended, being “A by-law to provide for the licensing and regulation of Residential Rental Units in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 414	By-law No. CP-21-21001 - A by-law to amend By-law No. CP-21 being “A by-law to provide for the licensing and regulation of informal residential care facilities and services in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 415	By-law No. CP-22-21001 - A by-law to amend By-law No. CP-22, being “A by-law relating to planting and preserving of trees on boulevards in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 416	By-law No. CP-23-21002 - A by-law to amend By-law No. CP-23, as amended, entitled “A by-law to provide for the Committee of Adjustment and Consent Authority” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)

Bill	By-law
Bill No. 417	By-law No. L.-130(c)-299 - A by-law to amend By-law No. L.-130-71, as amended, being “A by-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles fore hire and accessible vehicles fore hire, owners and brokers” to change Civic Administration titles to reflect the current organizational structure (2.3a/14/CSC)
Bill No. 418	By-law No. L.-131(e)-300 - A by-law to amend By-law No. L.-131-16, as amended, being “A by-law to provide for the Licensing and Regulation of Various Businesses” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 419	By-law No. PH-3-21017 - A by-law to amend By-law No. PH-3, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping of Animals in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)
Bill No. 420	By-law No. PH-4-21030 – A by-law to amend By-law No. PH-4, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping and the Running at Large of Dogs in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 421	By-law No. PH-5-21007 - A by-law to amend By-law No. PH-5, as amended, being “A by-law to provide for the appointment of a Poundkeeper and to regulate the Public Pound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 422	By-law No. PH-6-21004 - A by-law to amend By-law No. PH-6, as amended, being “A by-law concerning the provision of vital services and maintenance of suitable heat or leased or rental dwellings” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 423	By-law No. PH-12-21005 - A by-law to amend By-law No. PH-12, as amended, being “A by-law to provide for the licensing and regulation of Pit Bull Dogs in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 424	By-law No. PH-18-21006 - A by-law to amend By-law No. PH-18, as amended, being “A by-law to prohibit and regulate public nuisances within the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 425	By-law No. PR-2-21006 - A by-law to amend By-law No. PR-2, as amended, being “A by-law to regulate use, protection and regulation of Public Parks and Recreation Areas in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)

Bill	By-law
Bill No. 426	By-law No. PS-5-21008 – A by-law to amend By-law No. PS-5, as amended, being “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences and to provide a pool grading and drainage plan” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 427	By-law No. PS-113-21074 - A by-law to amend By-law No. PS-113, as amended, being “A by-law to regulate traffic and the parking of motor vehicles in the City of London, and to repeal By-law No. PS-111, as amended, entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 428	By-law No. PS-113-21075 - 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.” (2.10/11/CWC)
Bill No. 429	By-law No. PW-2-21003 - A by-law to amend By-law No. PW-2, as amended, being “A by-law to provide for the Regulation and Control of the Storage and Abandonment of Unattended and Unsafe Boxes and Containers” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)
Bill No. 430	By-law No. PW-12-21006 - A by-law to amend By-law No. PW-12, as amended, being “A by-law to provide for the Regulation and Prohibition of Noise and Sound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 431	By-law No. S.-6137-301 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as widening to Tokala Trail, west of Dalmagarry Road) (Chief Surveyor – to allow unrestricted access to a proposed Condominium site, pursuant to SPA20-110)
Bill No. 432	By-law No. S.-6138-302 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Rd East, west of Easy Street) (Chief Surveyor – for road widening purposes on Southdale Rd E, registered as ER1370548, pursuant to B.050/19 and in accordance with Z.-1)
Bill No. 433	By-law No. S.-6139-303 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Byron Baseline Road, west of Wickerson Road) (Chief Surveyor – for road widening purposes on Byron Baseline Rd, registered as ER1377423, pursuant to SPA21-024 and in accordance with Z.-1)
Bill No. 434	By-law No. S.-5868(c)-304 - A by-law to amend By-law No. S.-5868-183, as amended, being “A By-law prohibiting and regulating signs, and regulating the placing of signs upon highways and buildings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)

Bill	By-law
Bill No. 435	By-law No. S-1-21016 - A by-law to amend By-law No. S-1, as amended, being "A by-law to provide for the regulation of Streets" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 436	By-law No. S-2-21006 - A by-law to amend By-law No. S-2, as amended, being "A by-law to provide for the regulation of the movement of heavy loads and objects over London streets" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 437	By-law No. W-8-21009 - A by-law to amend By-law No. W-8, as amended, being "A by-law to provide for the Regulation of Water Supply in the City of London" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 438	By-law No. WM-4-21018 - A by-law to amend By-law No. WM-4, as amended, being "A by-law to regulate connections to the Public Sewage Works" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 439	By-law No. WM-12-21018 - A by-law to amend By-law No. WM-12, as amended, being "A by-law to provide for the Collection of Municipal Waste and Resource Materials in the City of London" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 440	By-law No. WM-16-21007 - A by-law to amend By-law No. WM-16, as amended, being "A by-law to provide for the regulation of the discharge of wastes into the public sewage works and of hauled liquid waste" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 441	By-law No. WM-28-21010 - A by-law to amend By-law No. WM-28, as amended, being "A by-law for regulation of wastewater and stormwater drainage systems in the City of London" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 442	By-law No. Z.-1-212958 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1196 Sunningdale Road West. (2.4/12/PEC)
Bill No. 443	By-law No. Z.-1-212959 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3557 Colonel Talbot Road. (2.6/12/PEC)
Bill No. 444	By-law No. Z.-1-212960 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 496 Dundas Street. (3.2/12/PEC)
Bill No. 445	By-law A.-8159-305 - A by-law to ratify and confirm the Resolutions of the Shareholder of London Hydro Inc. (4.5/12/SPPC)

Bill	By-law
Bill No. 446	By-law No. A.-8160-306 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1390226 Ontario Inc. for the acquisition of the property located West of Canterbury Park and the London Hyde Park Rotary Link Trail, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/14/CSC)
Bill No. 447	By-law No. A.-8161-307 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Encore at Upper Richmond Village Inc. for the acquisition of a portion of the property located at 2118 Richmond Street, in the City of London, for the Sunningdale Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/14/CSC)
Bill No. 448	By-law No. A.-8162-308 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2560334 Ontario Inc. for the acquisition of a portion of the property located at 135 Villagewalk Boulevard, in the City of London, for the Sunningdale Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/14/CSC)
Bill No. 449	By-law No. A.-8163-309 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Victoria Elizabeth McCracken, for the acquisition of the property located at 267 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/14/CSC)
Bill No. 450	By-law No. A.-8164-310 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Neria Lefort, for the acquisition of the property located at 269 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.6/14/CSC)
Bill No. 451	By-law No. A.-8165-311 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 10264539 Canada Ltd. for the sale of the City owned industrial land, located on the west side of Innovation Drive, more specifically described as Part of Block 3, Plan 33M-544, designated as Part 7, Plan 33R-20553, in the City of London, County of Middlesex, being all of PIN 08197-0293, containing an area of approximately 5.47 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.7/14/CSC)

14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

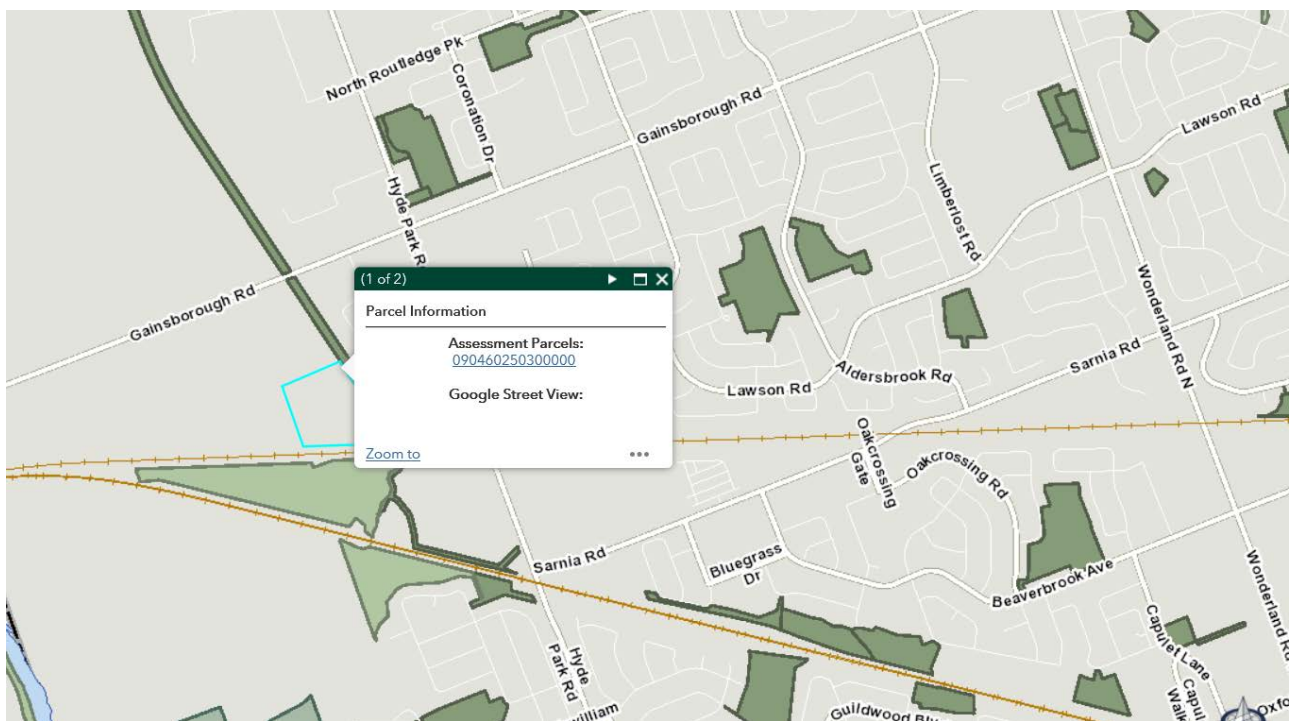
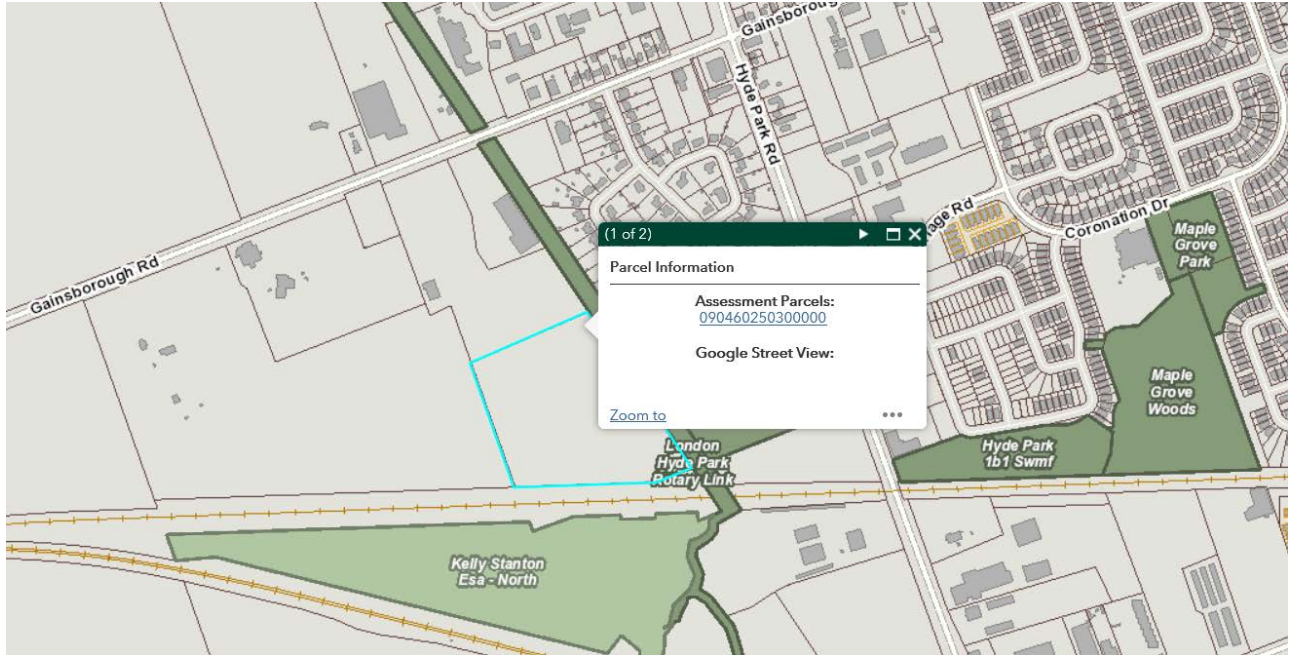
The meeting adjourned at 7:38 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B – Location Map

West of Canterbury Park and the London Hyde Park Rotary Link Trail.



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 1390226 ONTARIO INC.

REAL PROPERTY:

Address West of Canterbury Park and the London Hyde Park Rotary Link Trail,
London, Middlesex, Ontario

Location North of CP Tracks West of Hyde Park Road

Measurements approximately 18.10 acres

Legal Description: Part North ½ lot 25, Concession 3, London Township, Designated Part 1, 2, 3, on Reference Plan 33R-1961, in the City of London, County of Middlesex, being all of PIN 08053-0503 as shown on Schedule "A" (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 FIVE HUNDRED AND FIFTY-TWO THOUSAND THREE HUNDRED DOLLARS CDN (\$552,300.00) 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 **October 8th, 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 **October 22, 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 **November 5, 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 the 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.

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 27 day of July 2021 .

SIGNED, SEALED AND DELIVERED
In the Presence of



1390226 ONTARIO INC.

Per: _____

Name: _____

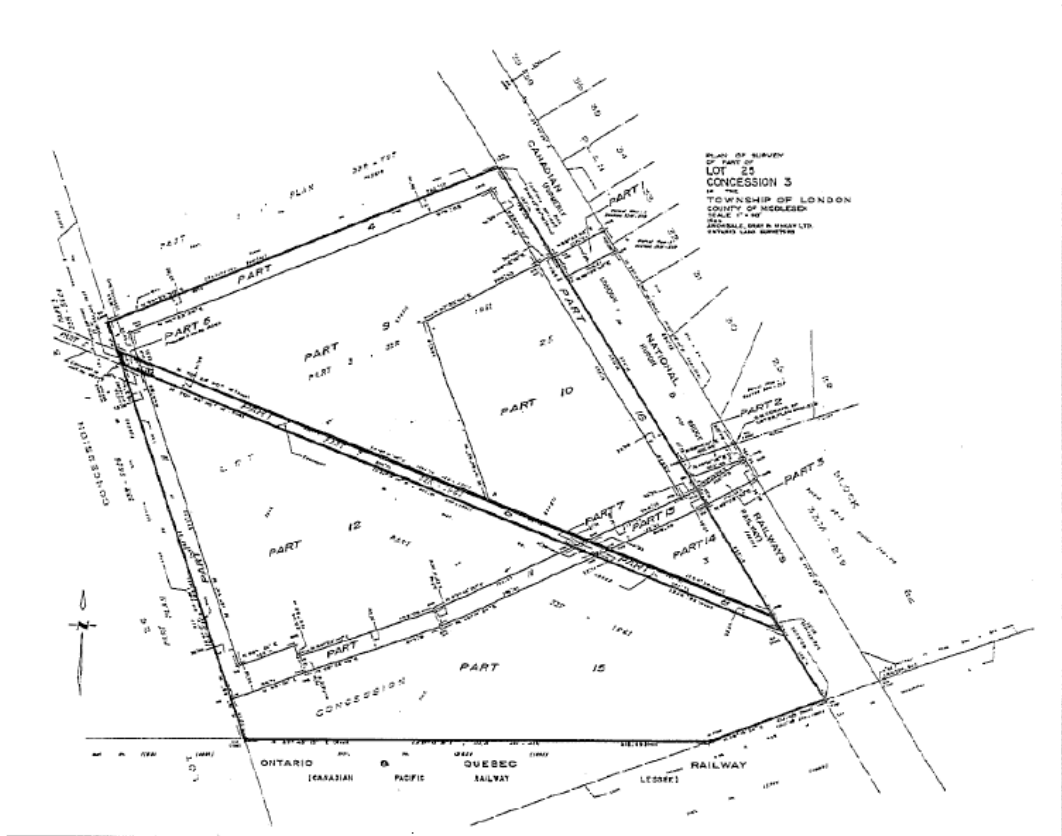
Title: _____

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: James Eklay, McKenzie Luke, jim eklay@mckenzie-luke.com

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

SCHEDULE "A"



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. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 60 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
4. **REFERENCE PLAN: If required,** 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. **BELL CANADA EASEMENT:** The Purchaser agrees to accept the title to the Property subject to an easement in favour of Bell Canada to operate, maintain, repair, replace, renew or make additions to telecommunications facilities including buried cable and wires, conduits, foundations, cabinets, markers and appurtenances.

Appendix "A"
Confidential

#21149

August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, West of Canterbury Park and the London Hyde Park Rotary Link Trail
Stanton Drain Remediation Project
(Subledger LD210114)
Capital Project ES3021 - Land (Expropriation Negotiations)
1390226 Ontario Inc.

Finance Supports Report on the Sources of Financing:

Finance Supports 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, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	20,000	4,614	0	15,386
Land Acquisition	880,000	0	574,629	305,371
Total Expenditures	\$900,000	\$4,614	\$574,629	\$320,757

Sources of Financing

Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	900,000	4,614	574,629	320,757
Total Financing	\$900,000	\$4,614	\$574,629	\$320,757

Financial Note:

Purchase Cost	\$552,300
Add: Legal Fees etc.	5,000
Add: Land Transfer Tax	7,521
Add: HST @13%	72,449
Less: HST Rebate	<u>-62,641</u>
Total Purchase Cost	<u>\$574,629</u>

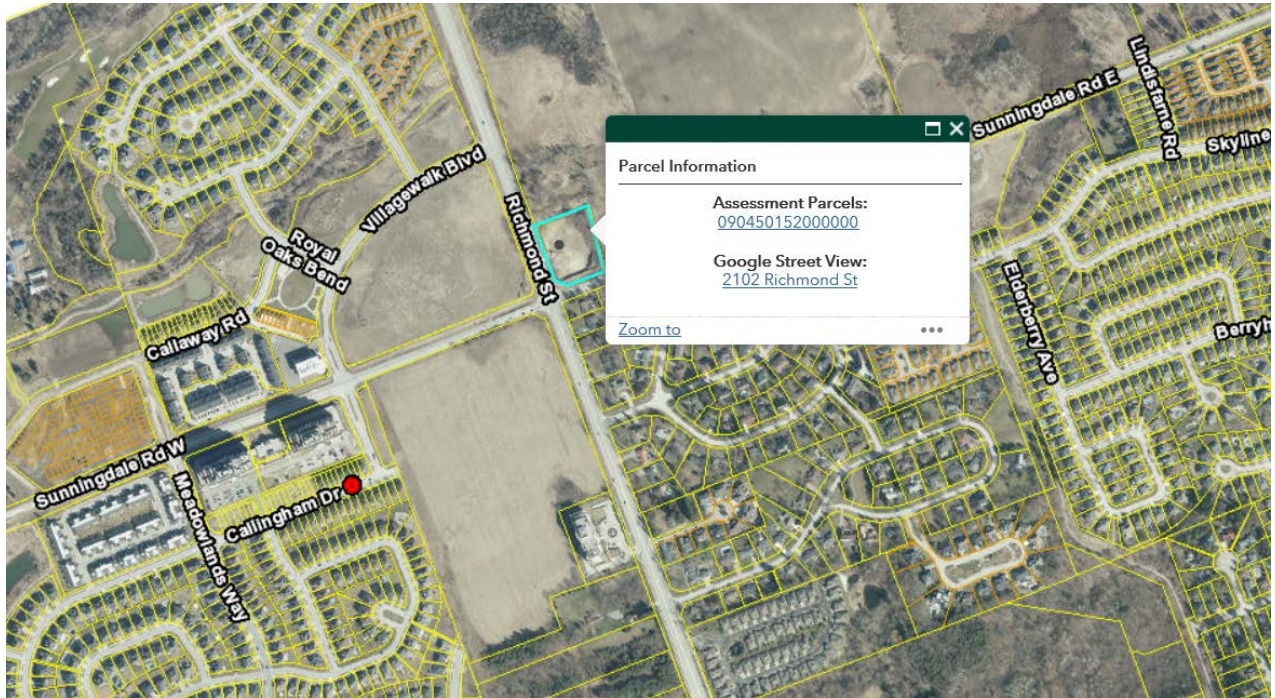
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map



2118 Richmond Street (Parent Parcel)



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: ENCORE AT UPPER RICHMOND VILLAGE INC.

REAL PROPERTY:

Address Part of 2118 Richmond Street, London, Ontario

Location North East Corner of Richmond Street and Sunningdale Road West

Measurements Irregular; 0.309 Acres

Legal Description: Part Lot 16, Concession 6, in the City of London, County of Middlesex, designated as Parts 15, 16, & 17 on Plan 33R-21022, being part of PIN 08145-0151, 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 THREE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED DOLLARS CDN (\$323,600.00) 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 **October 8th, 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 **October 29th, 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 **November 12th, 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 _____, 1993.

THE CORPORATION OF THE CITY OF LONDON

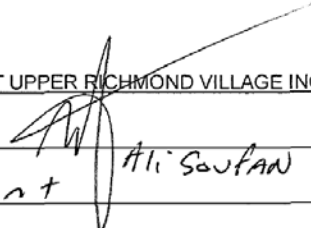
Ed Holder, Mayor

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 21 day of July, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: ENCORE AT UPPER RICHMOND VILLAGE INC

Name:  Ali Saufan

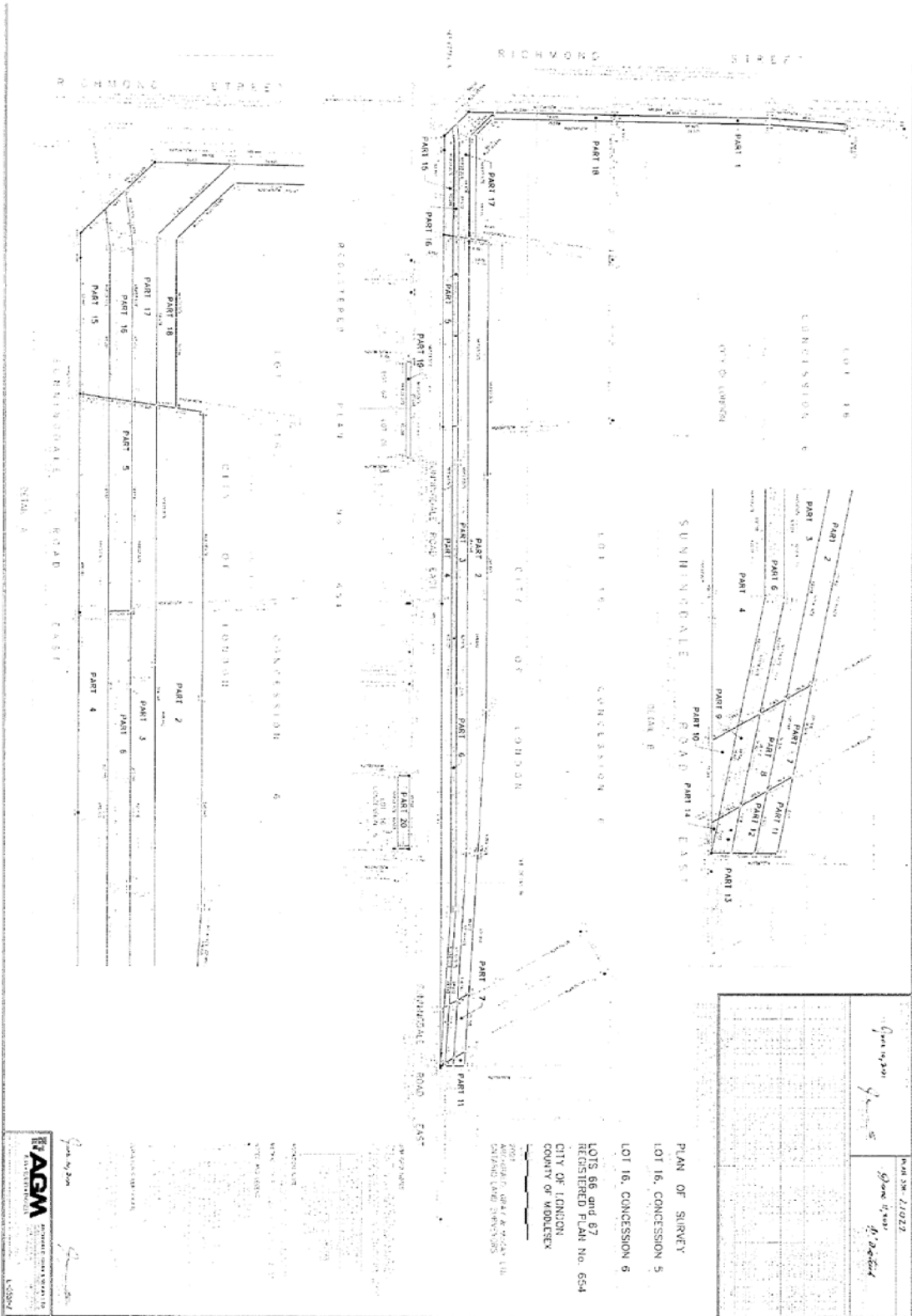
Title: President

I/We Have the Authority to Bind the Corporation

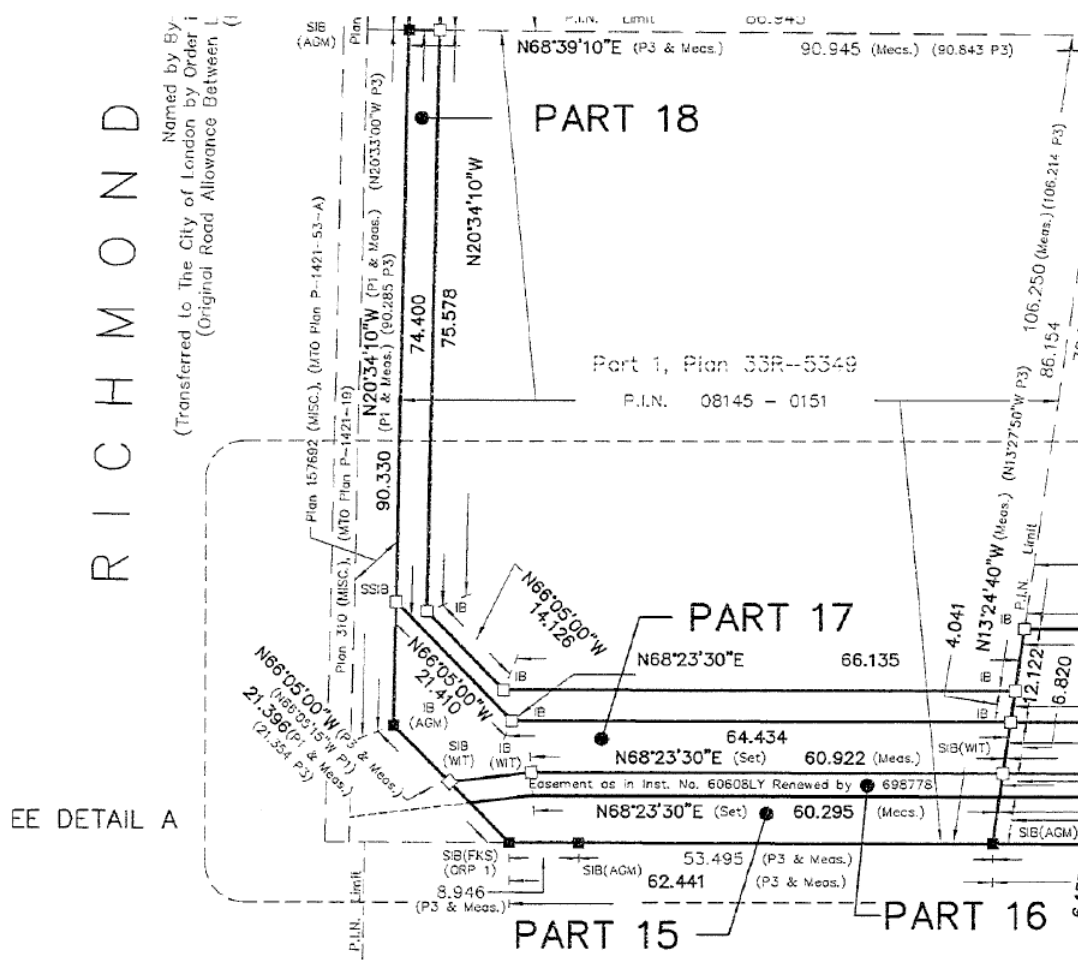
VENDOR'S LAWYER: Andrew Hutz, Lerner LLP, (519) 640-6365

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

SCHEDULE "A" Description of "The Property"



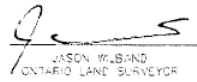
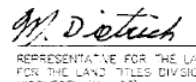
SCHEDULE "A" Description of "The Property" Continued



RICHMOND

Named by By-
Transferred to The City of London by Order
(Original Road Allowance Between

EE DETAIL A

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 33R-21022			
DATE <u>June 10, 2021</u>		RECEIVED AND DEPOSITED DATE <u>June 11, 2021</u>			
 JASON WILSON ONTARIO LAND SURVEYOR		 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)			
PART	LOT/BLOCK	CONCESSION/PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS
1	Part of Lot 18	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.05908 Hectares 0.1436 Acres
2	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.50255 Hectares 1.2418 Acres
3	Part of Lot 18	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.30637 Hectares 0.7620 Acres
4	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.28348 Hectares 0.7006 Acres
5	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.03674 Hectares 0.0909 Acres
6	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.11059 Hectares 0.1110 Acres
7	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.02542 Hectares 0.0628 Acres
8	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.01799 Hectares 0.0445 Acres
9	Part of Lot 18	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.01113 Hectares 0.0274 Acres
10	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00396 Hectares 0.0098 Acres
11	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00491 Hectares 0.0121 Acres
12	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00172 Hectares 0.0043 Acres
13	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	3.0 Sqm. 30 Sq.ft.
14	Part of Lot 16	Concession B	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	
15	Part of Lot 16	Concession B	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.02984 Hectares 0.0740 Acres
16	Part of Lot 18	Concession B	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.02130 Hectares 0.0527 Acres
17	Part of Lot 18	Concession B	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.06412 Hectares 0.1584 Acres
18	Part of Lot 16	Concession B	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.05966 Hectares 0.1474 Acres
19	Part of Lots 66 & 67	Registered Plan No. 654	Part of P.I.N. 08084-0059	Philip Gustav Wiebe	0.01802 Hectares 0.0445 Acres
20	Part of Lot 18	Concession B	Part of P.I.N. 08054-011E	Barbara Joyce Innes & Albert Lars Soberg	0.03197 Hectares 0.0790 Acres

SCHEDULE "B" Additional Terms and Conditions
(required in yellow balance are discretionary)

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. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **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.

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

ENCORE AT UPPER RICHMOND VILLAGE INC.
(the "Owner"(s))

Part Lot 16, Concession 6, in the City of London, County of Middlesex, designated as Part 18 on Plan 33R-21022, being part of PIN 08145-0151, as shown in Schedule "A" (the "Property") attached hereto.
Legal Description

Part of 2118 Richmond Street, London, Ontario
Municipal Address of Property

//We, Encore at Upper Richmond Village Inc, 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 the Sunningdale Road Extension Project (the "Project").

This Consent shall run from April 1st, 2023 until March 31st, 2025 for a term of two years (24) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of THIRTY THOUSAND NINE HUNDRED DOLLARS CDN (\$30,900.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1st, 2023.

The City may renew the rights granted under this Consent for an additional term of 12 months commencing at the end of the original term upon notice to the Owner(s) and payment of an additional FIFTEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS CDN (\$15,450.00).

The City agrees:

1. To restore the property used to a condition as near as possible to its original condition.
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 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 the Owner's lands which may occur during the construction period.
3. In the event that a transfer in ownership of the Property in whole or part is contemplated prior to the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

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.

DATED at London this 21 day of July 2021

Per: ENCORE AT UPPER RICHMOND MILLAGE INC

Name: Al. Soffer 

Title: President

I/We Have the Authority to Bind the Corporation

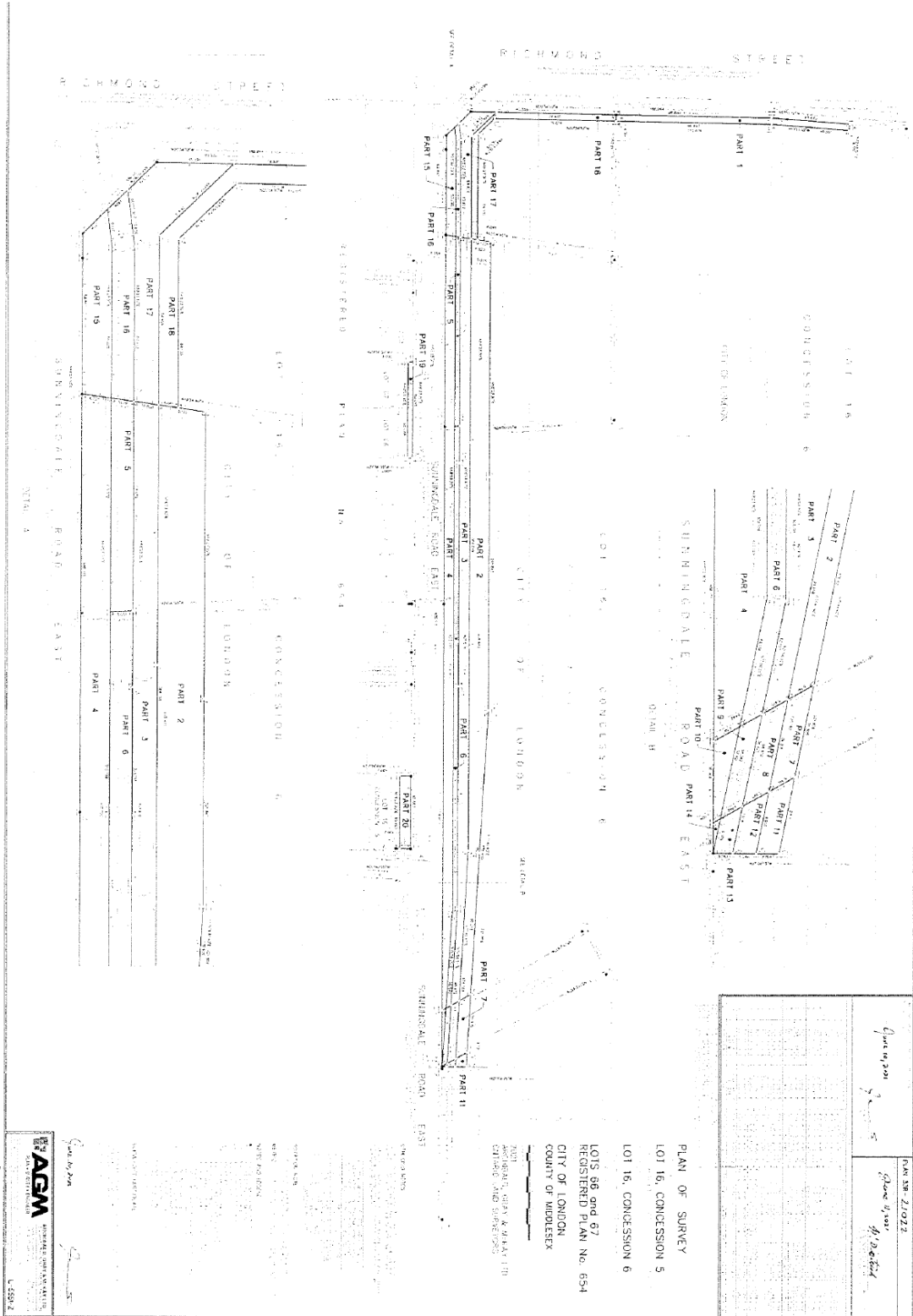
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

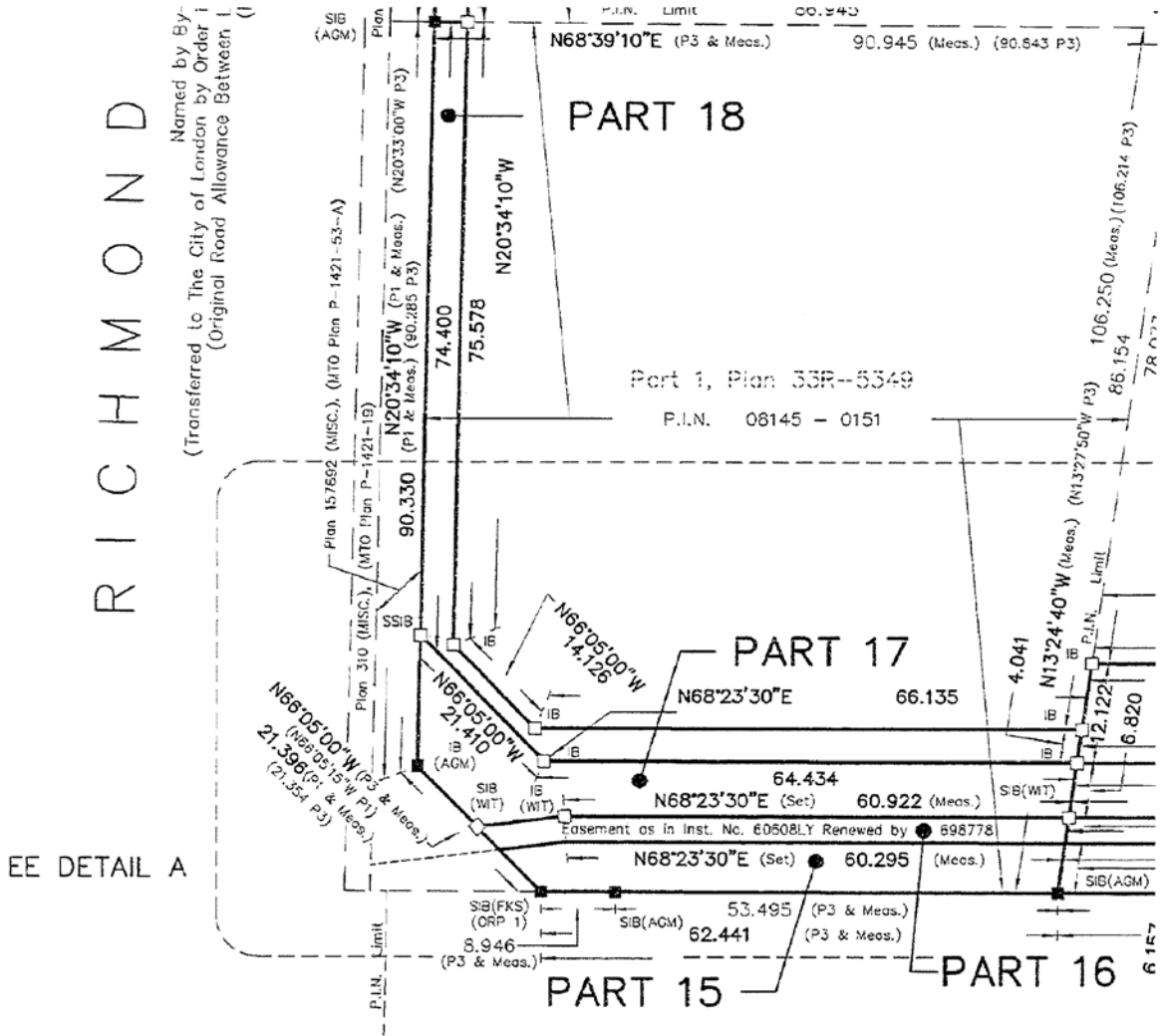
Ed Holder, Mayor

Catharine Saunders, City Clerk


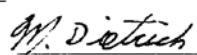
SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter



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



EE DETAIL A

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 33R-21022			
DATE: <u>June 10, 2021</u>		RECEIVED AND DEPOSITED DATE: <u>June 11, 2021</u>			
 JASON WILBAND ONTARIO LAND SURVEYOR		 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)			
PARTS SCHEDULE					
PART	LOT/BLOCK	CONCESSION/PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS
1	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.05808 Hectares 0.1435 Acres
2	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.50255 Hectares 1.2418 Acres
3	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.30537 Hectares 0.7620 Acres
4	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.28348 Hectares 0.7005 Acres
5	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.03824 Hectares 0.0956 Acres
6	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.11085 Hectares 0.1110 Acres
7	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.02542 Hectares 0.0628 Acres
8	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.01189 Hectares 0.0445 Acres
9	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.01110 Hectares 0.0274 Acres
10	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00396 Hectares 0.0098 Acres
11	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00481 Hectares 0.0121 Acres
12	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00172 Hectares 0.0043 Acres
13	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	3.0 Sq.m. 32.56 ft.
14	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	-
15	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0151	Encore of Upper Richmond Village Inc.	0.03984 Hectares 0.0984 Acres
16	Part of Lot 15	Concession 6	Part of P.I.N. 08145-0151	Encore of Upper Richmond Village Inc.	0.02133 Hectares 0.0527 Acres
17	Part of Lot 15	Concession 6	Part of P.I.N. 08145-0151	Encore of Upper Richmond Village Inc.	0.06412 Hectares 0.1584 Acres
18	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0151	Encore of Upper Richmond Village Inc.	0.05960 Hectares 0.1474 Acres
19	Part of Lots 65 & 67	Registered Plan No. 654	Part of P.I.N. 08084-0069	Philip Gustav Weber	0.01802 Hectares 0.0445 Acres
20	Part of Lot 16	Concession 5	Part of P.I.N. 08084-0118	Bernard Joyce Israel & Albert Lorr Ueborg	0.03197 Hectares 0.0790 Acres

Appendix "A"
Confidential

#21138
August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 2118 Richmond St
Sunningdale Road Improvements
(Subledger LD200038)
Capital Project TS1496-3 - Sunningdale Rd - Wonderland Rd to 150m W of Richmond St
Encore at Upper Richmond Village Inc.

Finance Supports Report on the Sources of Financing:

Finance Supports 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, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,050,426	490,839	0	559,587
Land Acquisition	750,173	321,476	384,879	43,818
Utilities	527,826	55,312	0	472,514
Total Expenditures	\$2,328,425	\$867,627	\$384,879	\$1,075,919

Sources of Financing

Debenture By-law No. W.-5628-283	148,705	55,411	24,580	68,714
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	2,179,720	812,216	360,299	1,007,205
Total Financing	\$2,328,425	\$867,627	\$384,879	\$1,075,919

Financial Note:

Purchase Cost	\$323,600
Add: Legal Fees etc.	51,350
Add: Land Transfer Tax	3,329
Add: HST @13%	48,744
Less: HST Rebate	<u>-42,144</u>
Total Purchase Cost	<u>\$384,879</u>

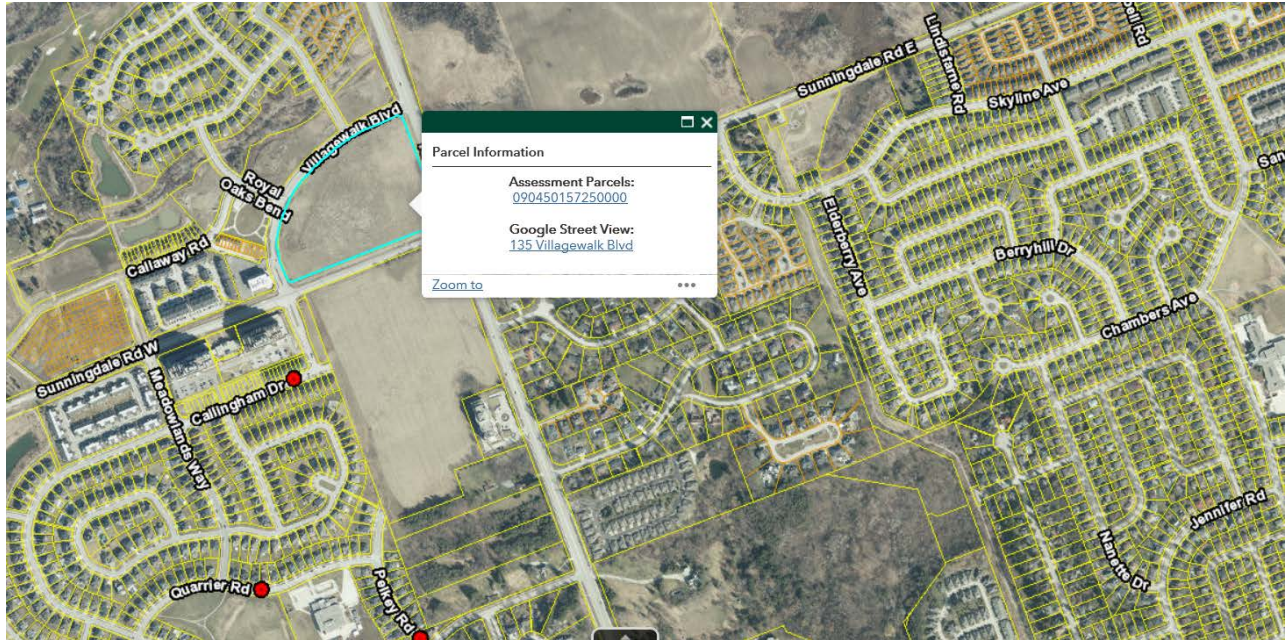
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



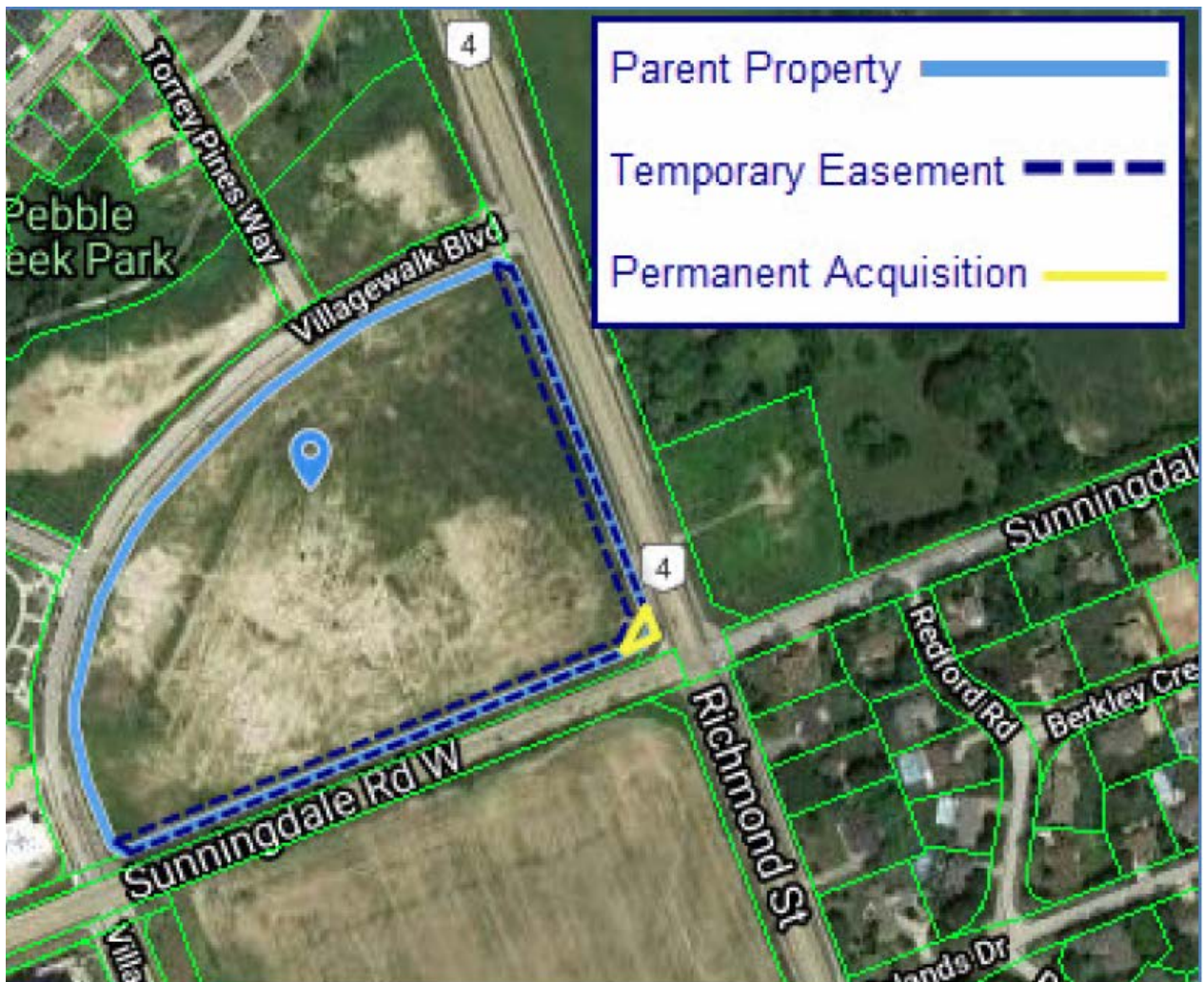
Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map



135 Villagewalk Boulevard (Parent Parcel)



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 2560334 ONTARIO INC.

REAL PROPERTY:

Address Part of 135 Villagewalk Boulevard, London, Ontario

Location North East Corner of Richmond Street and Sunningdale Road West

Measurements Irregular; 0.1484 Acres

Legal Description: Part of Block 90, Plan 33M-633, in the City of London, County of Middlesex, designated as Parts 4 & 5 on Plan 33R-20957, being part of PIN 08138-0849, 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 SIXTY-ONE THOUSAND SIX HUNDRED FIFTY DOLLARS CDN (\$161,650.00) 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 **October 8th, 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 **October 29th, 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 **November 12th, 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 21 day of July, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: _____ 2560334 ONTARIO INC. _____

Name: _____  Ali Saudan _____

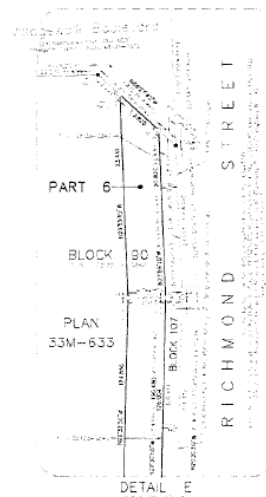
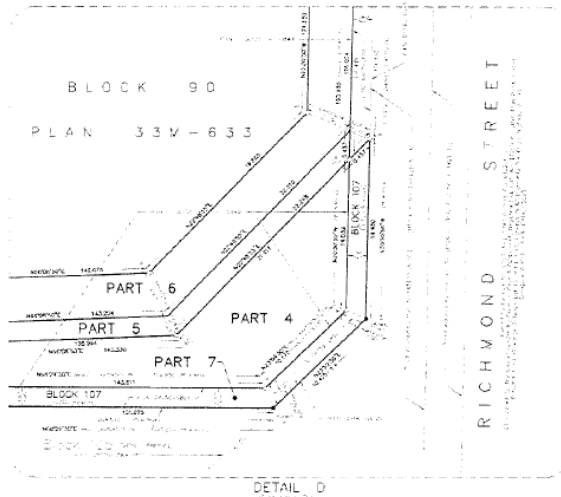
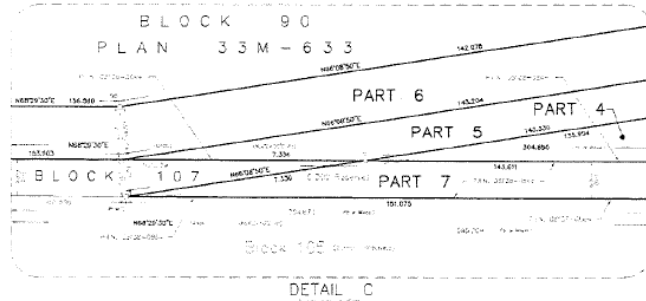
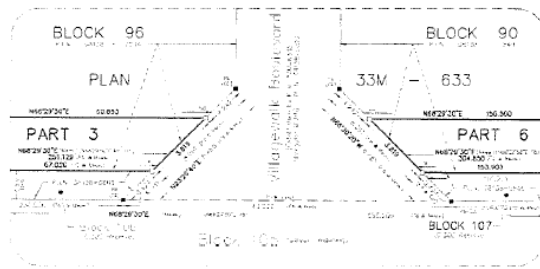
Title: President _____



We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Andrew Hentz, Lemoss LLP, (519) 640-6365

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

SCHEDULE "A" Description of "The Property" Continued



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 33R-20957			
DATE <u>MARCH 24, 2021</u>		RECEIVED AND DEPOSITED DATE <u>MARCH 26, 2021</u>			
 JASON WILBAND ONTARIO LAND SURVEYOR		 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)			
PARTS SCHEDULE					
PART	LOT/BLOCK	PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS
1	Part of Block 97	Plan 33M-633	Part of P.I.N. 08138-1920	Richmond Village (London) Inc.	0.02204 Hectares 0.0546 Acres
2	Part of The Common Element	Middlesex Standard Condominium Plan No. 826	Part of P.I.N. 09432-0001 to 0048 Inclusive	-	0.00012 Hectares 0.0003 Acres
3	Part of Block 96	Plan 33M-633	Part of P.I.N. 08138-2934	1904812 Ontario Limited	0.01845 Hectares 0.0456 Acres
4	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc.	0.05521 Hectares 0.1364 Acres
5	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc.	0.00485 Hectares 0.0120 Acres
6	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc.	0.13918 Hectares 0.3439 Acres
7	Part of Reserve Block 107	Plan 33M-633	Part of P.I.N. 08138-0888	The Corporation of The City of London	0.00916 Hectares 0.0128 Acres
8	Part of The Common Element	Middlesex Standard Condominium Plan No. 906	Part of P.I.N. 09509-0001 to 0468 Inclusive	-	0.01681 Hectares 0.0415 Acres
9	Part of The Common Element	Middlesex Common Elements Condominium Plan No. 848	Part of P.I.N. 09491-0001	-	0.00737 Hectares 0.0182 Acres
10	Part of The Common Element	Middlesex Standard Condominium Plan No. 849	Part of P.I.N. 09452-0001 to 0377 Inclusive & 0379 to 0547 Inclusive	-	0.01622 Hectares 0.0401 Acres
11	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.I.N. 05069-0051	Raja Trust Corporation of Canada & Katherine Trudel Barot & Barot Realty Inc.	0.18374 Hectares 0.4540 Acres
12	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.I.N. 05069-0051	Raja Trust Corporation of Canada & Katherine Trudel Barot & Barot Realty Inc.	0.06916 Hectares 0.2426 Acres

SCHEDULE "B" Additional Terms and Conditions

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. **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.
3. **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.

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

2560334 ONTARIO INC
(the "Owner"(s))

Part Block 90, Plan 33-633, in the City of London, County of Middlesex, designated as Part 6 on Plan 33R-20957, being part of PIN 08138-0849, as shown on Schedule "A1" (the "Property") attached hereto
Legal Description

Part of 135 Villagewalk Boulevard, London, Ontario
Municipal Address of Property

2560334 Ontario Inc 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 the Sunningdale Road Extension Project (the "Project").

This Consent shall run from April 1st, 2023 until March 31st, 2025 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 SEVENTY-FIVE THOUSAND DOLLARS CDN (\$75,000.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1st, 2023.

The City may renew the rights granted under this Consent for an additional term of 12 months commencing at the end of the original term upon notice to the Owner(s) and payment of an additional THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS CDN (\$37,500.00).

The City agrees:

1. To restore the property used to a condition as near as possible to its original condition.
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 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 the Owner 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 the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
3. In the event that a transfer in ownership of the Property in whole or part is contemplated prior to the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

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*.

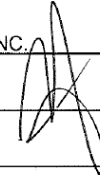
SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London this 21 day of July, 2021.

Per: 2560334 ONTARIO INC.

Name: Ali Sorkan

Title: Resident



We Have the Authority to Bind the Corporation

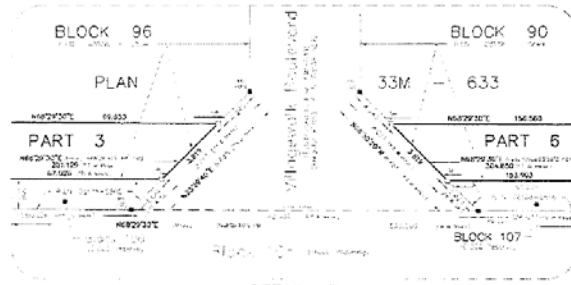
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

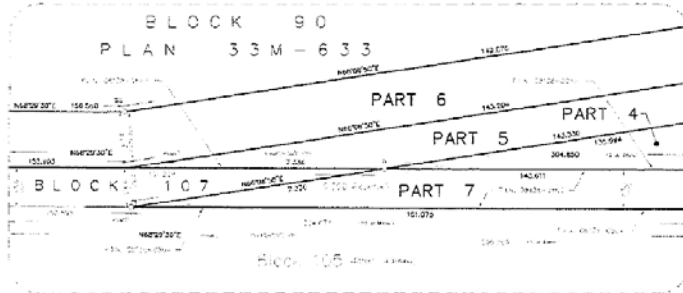
Ed Holder, Mayor

Catharine Saunders, City Clerk

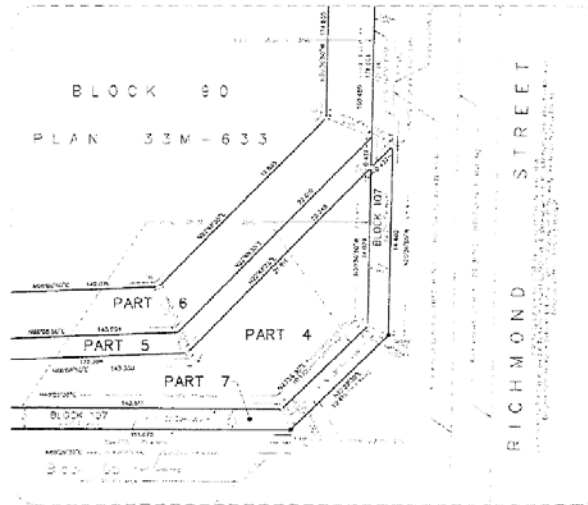
SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Continued



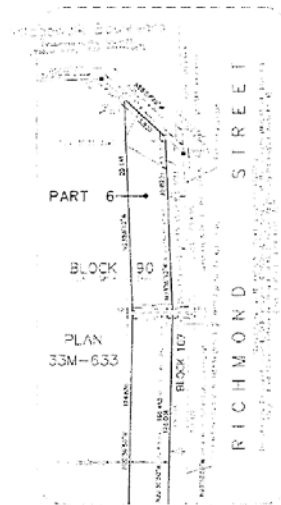
DETAIL B



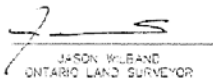
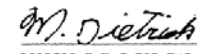
DETAIL C



DETAIL D



DETAIL E

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 33R-20957				
DATE <u>MARCH 24, 2021</u>		RECEIVED AND DEPOSITED DATE <u>MARCH 26, 2021</u>				
 JASON WEILAND ONTARIO LAND SURVEYOR		 M. Dietrich REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (NO. 33)				
PARTS SCHEDULE						
PART	LCT./BLOCK	PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS	
1	Part of Block 97	Plan 33M-633	Part of P.I.N. 08138-1920	Richmond Village (London) Inc	0.02204 Hectares	0.0246 Acres
2	Part of The Common Element	Middlesex Standard Condominium Plan No. 826	Part of P.I.N. 09432-0001 to 0046 inclusive	-	0.00012 Hectares	0.0003 Acres
3	Part of Block 96	Plan 33M-633	Part of P.I.N. 08138-2034	1904812 Ontario Limited	0.01845 Hectares	0.0456 Acres
4	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc	0.05521 Hectares	0.1364 Acres
5	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc	0.00485 Hectares	0.0120 Acres
6	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc	0.13918 Hectares	0.3439 Acres
7	Part of Reserve Block 107	Plan 33M-633	Part of P.I.N. 08138-0866	The Corporation of The City of London	0.00518 Hectares	0.0128 Acres
8	Part of The Common Element	Middlesex Standard Condominium Plan No. 808	Part of P.I.N. 09509-0001 to 0468 inclusive	-	0.01681 Hectares	0.0415 Acres
9	Part of The Common Element	Middlesex Common Elements Condominium Plan No. 848	Part of P.I.N. 09451-0001	-	0.00737 Hectares	0.0182 Acres
10	Part of The Common Element	Middlesex Standard Condominium Plan No. 849	Part of P.I.N. 09452-0501 to 0377 inclusive & 0379 to 0547 inclusive	-	0.01623 Hectares	0.0401 Acres
11	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.I.N. 08069-0051	Royal Trust Corporation of Canada & Katherine Trudel Farer & Harvest Realty Inc.	0.26374 Hectares	0.4540 Acres
12	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.I.N. 08069-0001	Royal Trust Corporation of Canada & Katherine Trudel Farer & Harvest Realty Inc.	0.08410 Hectares	0.2439 Acres

Appendix "A"
Confidential

#21137
August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 135 Villagewalk Boulevard
Sunningdale Road Improvements
(Subledger LD200037)
Capital Project TS1496-3 - Sunningdale Rd - Wonderland Rd to 150m W of Richmond St
2560334 Ontario Inc

Finance Supports Report on the Sources of Financing:

Finance Supports 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, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,050,426	490,839	0	559,587
Land Acquisition	750,173	36,070	285,406	428,698
Utilities	527,826	55,312	0	472,514
Total Expenditures	\$2,328,425	\$582,221	\$285,406	\$1,460,799

Sources of Financing

Debenture By-law No. W.-5628-283 (Note 1)	148,705	37,184	18,227	93,294
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2)	2,179,720	545,037	267,178	1,367,505
Total Financing	\$2,328,425	\$582,221	\$285,406	\$1,460,799

Financial Note:

Purchase Cost	\$161,650
Add: Legal Fees etc.	117,500
Add: Land Transfer Tax	1,342
Add: HST @13%	36,290
Less: HST Rebate	<u>-31,376</u>
Total Purchase Cost	\$285,406

Note 1: Note to City Clerk: The City Clerk be authorized to increase Debenture By-law No. W.-5628-283 by \$85,679 from \$63,026 to \$148,705.

Note 2: 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.

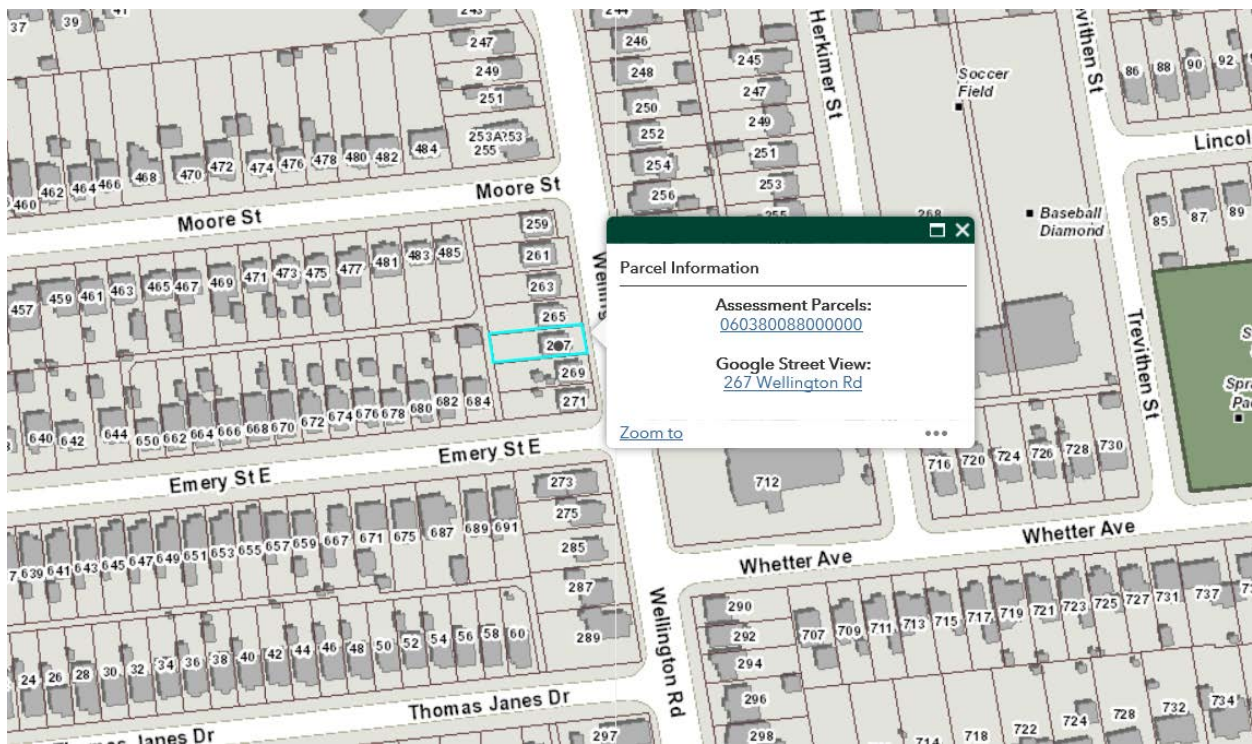
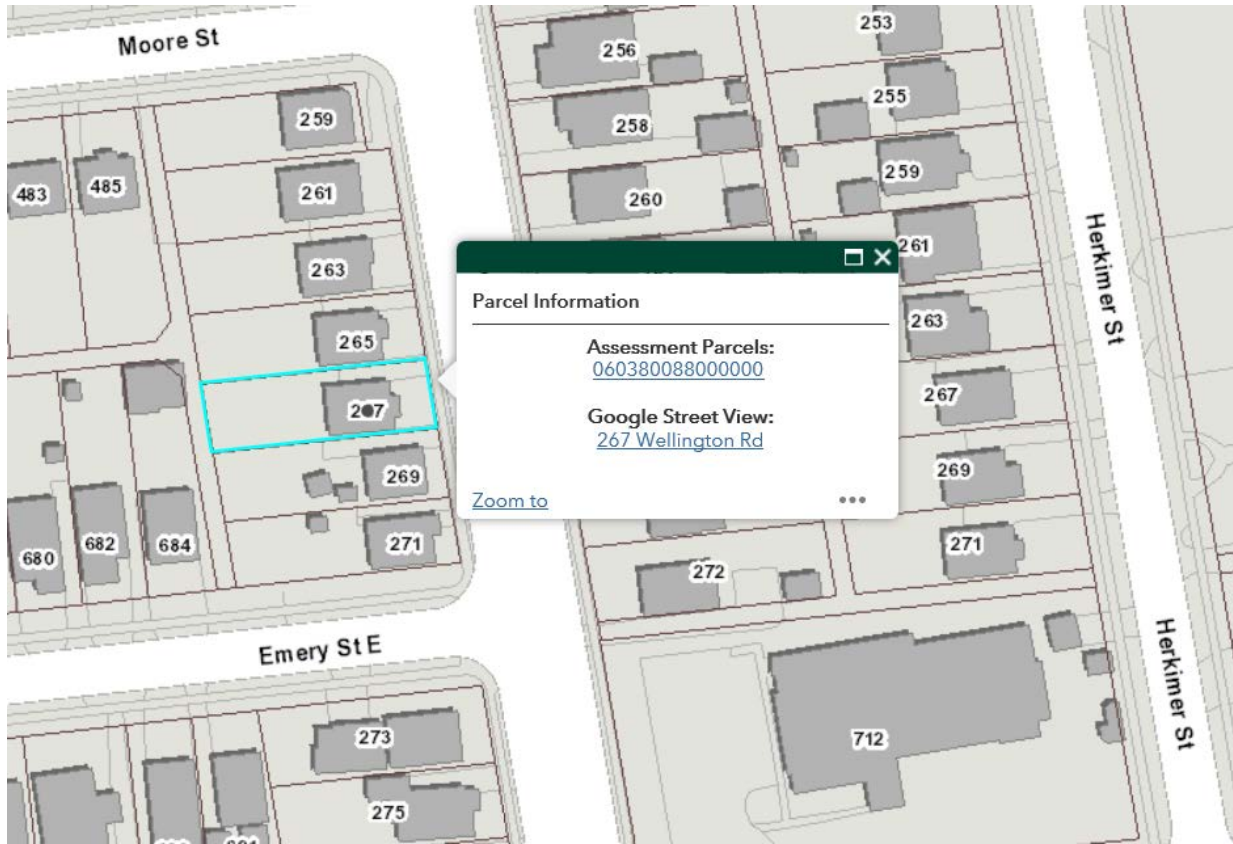


Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map

267 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: VICTORIA ELIZABETH MCCrackEN

REAL PROPERTY:

Address 267 Wellington Road, London, ON N6C 4N7

Location West side of Wellington Road, South of Moore Street & North of Emery Street

Measurements approximately 413.96 m²/ 4,456 ft²

Legal Description: Part of Lots 68 & 69, Plan 452 (4th), BEING SLY 33 FT 6 IN LT 68 & NLY 3 FT 6 IN LT 69, in the City of London, County of Middlesex, being all of PIN 08364-0095 (LT), (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR HUNDRED SIXTY THREE THOUSAND DOLLARS CDN (\$463,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 17th, 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 **October 1st, 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 **October 22nd, 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 the 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.

Handwritten signatures

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

J.G. N.M.

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 29 day of July, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of


Casey Alexander Hayward
Barrister & Solicitor, Notary Public
Province of Ontario, Canada

X
Signature: 

Name: VICTORIA ELIZABETH MCCRACKEN

X  (AS CONSENTING SPOUSE)

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

Casey Alexander Hayward
Barrister & Solicitor, Notary Public
Province of Ontario, Canada

519-432-0632 x 226

VENDOR'S LAWYER: chaywardcplaw.com

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

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the 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.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$38,000.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$24,000.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. **CHATELS INCLUDED:** Stove
11. **FIXTURES EXCLUDED:** Washer, dryer, fridge, all curtains and rods.
12. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: None.
13. **THE CITY AGREES TO REIMBURSE THE OWNER FOR ANY PREPAYMENT PENALTY, ADMINISTRATIVE FEE, AND DISCHARGE REGISTRATION FEE LEVIED BY THE ROYAL BANK OF CANADA UPON THE DISCHARGE OF CHARGE REGISTERED AS INST. NO. ER-1283093 ON 2020/01/17.**

J.G. AM

Appendix "A"
Confidential

#21147

August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 267 Wellington Road
Wellington Gateway Project
(Subledger LD210009)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Victoria Elizabeth McCracken

Finance Supports Report on the Sources of Financing:

Finance Supports 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, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	6,360,494	550,151	4,149,255
Total Expenditures	\$11,059,900	\$6,360,494	\$550,151	\$4,149,255
Sources of Financing				
Capital Levy	1,157,204	665,502	57,563	434,139
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	5,694,992	492,588	3,715,116
Total Financing	\$11,059,900	\$6,360,494	\$550,151	\$4,149,255

Financial Note:

Purchase Cost	\$463,000
Add: Legal Fees etc.	72,000
Add: Land Transfer Tax	5,735
Add: HST @13%	69,550
Less: HST Rebate	<u>-60,134</u>
Total Purchase Cost	<u>\$550,151</u>

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

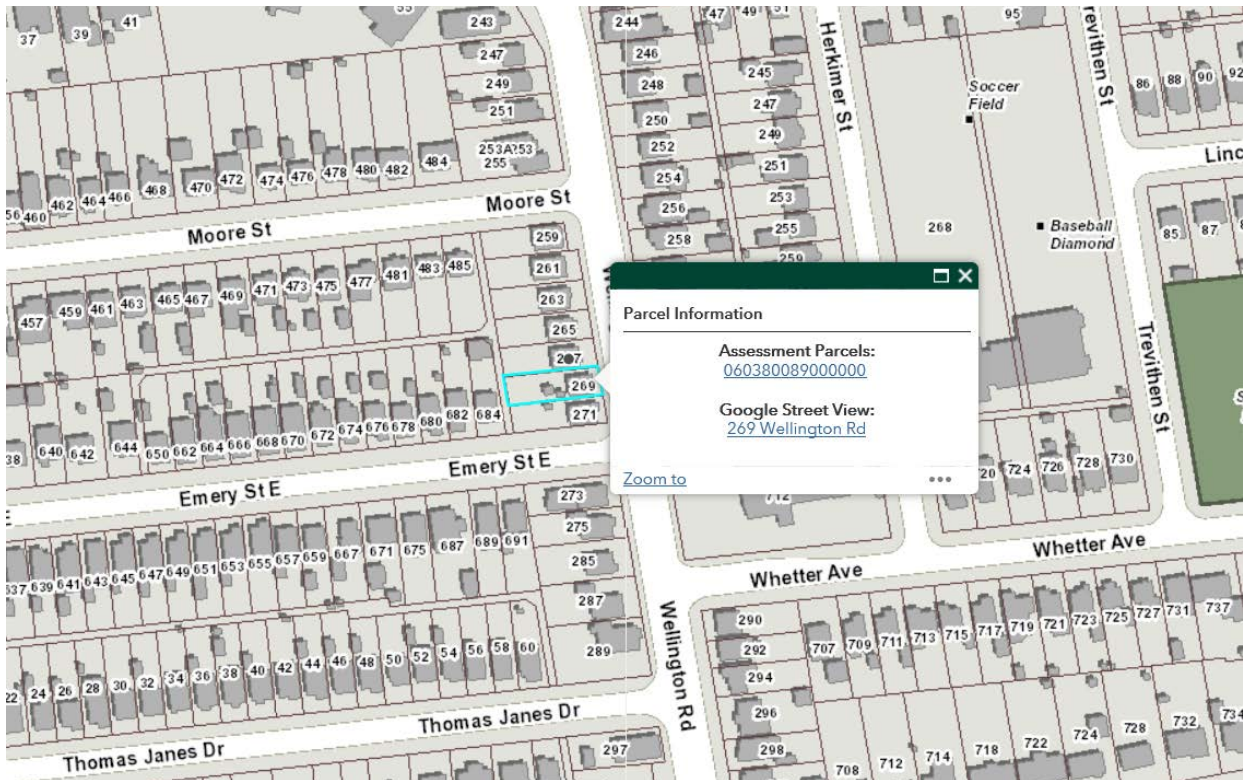
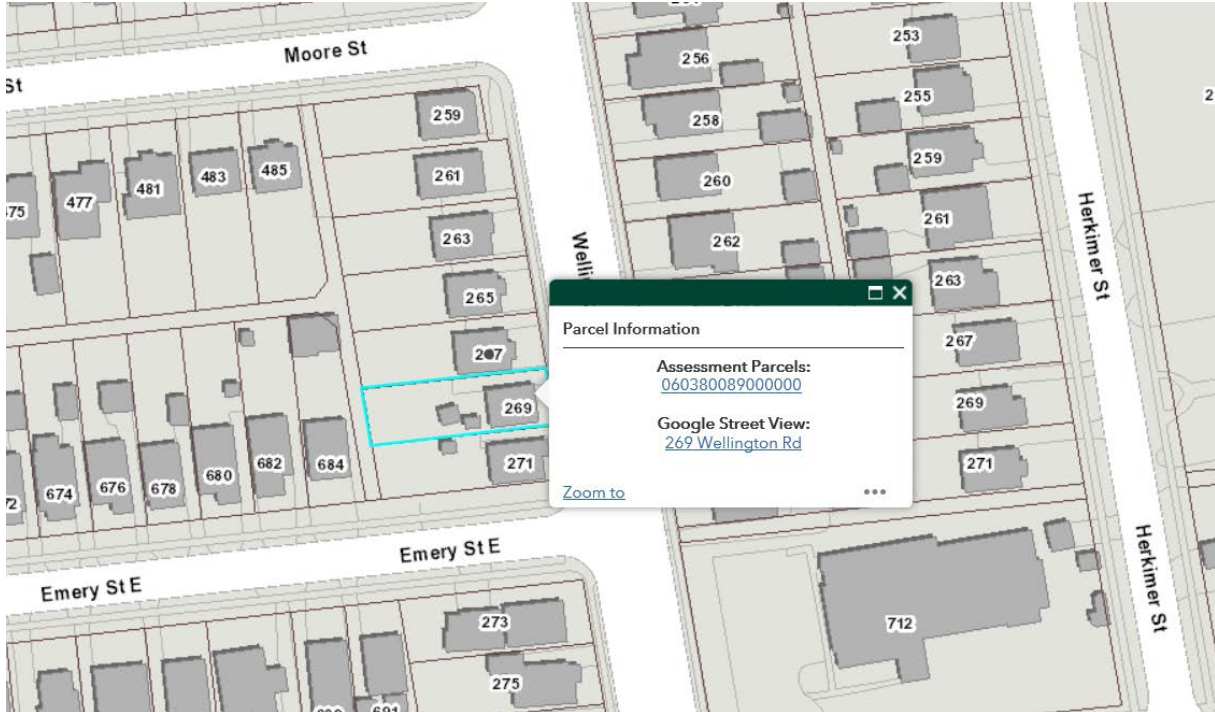


Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map

269 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: NERIA LEFORT

REAL PROPERTY:

Address 269 Wellington Road, London, ON N6C 4N7

Location West side of Wellington Road, South of Moore Street & North of Emery Street

Measurements approximately 411.99 m²/ 4,434.73 ft²

Legal Description: Part of Lots 69 & 70, Plan 452 (4th), as in 603560, in the City of London, County of Middlesex, being all of PIN 08364-0096 (LT), (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR HUNDRED AND SIXTY-THREE THOUSAND DOLLARS ~~CDN (\$463,000.00)~~ payable as follows:
463,000.00
a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 17th, 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 **October 1st, 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 **October 22nd, 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 the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If

requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

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

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

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

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 4 day of August, 2021,

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: 

Name: NERIA LEFORT

Title: _____

THOMSON MAHONEY DELANEY
BARRISTERS & SOLICITORS
145 WHARNCLIFFE RD. S. WILLOWDALE, ONTARIO
LONDON, ONTARIO N6A 1K4

VENDOR'S LAWYER: Tawo Emovm

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

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the 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.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the completion of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$39,000.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$25,000.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. **ADJUSTMENTS:** The parties agree that notwithstanding Section 3 of this Agreement, realty taxes, including local improvement rates, and utilities shall be adjusted effective October 22nd, 2021.
11. **CHATELS INCLUDED:** stove, fridge.
12. **FIXTURES EXCLUDED:** Washer, dryer, all curtains and rods.
13. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: Hot water heater.

Appendix "A"
Confidential

#21148
August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 269 Wellington Road
Wellington Gateway Project
(Subledger LD210010)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Neria Lefort

Finance Supports Report on the Sources of Financing:

Finance Supports 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, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	6,910,645	552,186	3,597,069
Total Expenditures	\$11,059,900	\$6,910,645	\$552,186	\$3,597,069
Sources of Financing				
Capital Levy	1,157,204	723,065	57,776	376,363
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	6,187,580	494,410	3,220,706
Total Financing	\$11,059,900	\$6,910,645	\$552,186	\$3,597,069

Financial Note:

Purchase Cost	\$463,000
Add: Legal Fees etc.	74,000
Add: Land Transfer Tax	5,735
Add: HST @13%	69,810
Less: HST Rebate	-60,359
Total Purchase Cost	\$552,186

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 – 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 16th day of August, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the VENDOR

- and -

10264539 CANADA LTD.

Address: 48 Sherrick Dr., Stouffville Ontario, L4A 2E9

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 Park, Phase 1, containing 5.47 acres located on the west side of Innovation Drive, more specifically described as PART BLOCK 3, PLAN 33M-544 DESIGNATED AS PART 7 in 33R-20553 in the City of London, County of Middlesex CITY OF LONDON, being all of PIN 08197-0293 and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Three Hundred and Eighty Two Thousand Nine Hundred Dollars (\$382,900.00)
of lawful money of Canada calculated at the rate of

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

The Purchaser submits

Thirty Eight Thousand Two Hundred and Ninety Dollars (\$38,290.00)
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

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

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

15. Schedules A, B, C, & D 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 15th day of September, 2021, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 14th day of August, 2021.

SIGNED, SEALED & DELIVERED

in the presence of

Belinda Huang
Witness:

}10264539 Canada Ltd.
} Purchaser

}
}
}
}
}
}

} Signature of Signing Officer PING HUANG
} Name:
} Title: President and CEO
} I have authority to bind the Corporation PRESIDENT

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 - "Sketch Outlining Property in Red"
Schedule "D" attached - "Additional Terms and Conditions"


Purchasers Realtor: Colliers International
Matt Chambers – Vice President – Sales Representative
519-438-4300 x 203
matt.chambers@colliers.com

SCHEDULE "A"

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

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

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR
APPROVAL

Industrial Park Name & Phase & Section:	Innovation Park, Phase I
Lot & Conc./Part No./Block, etc.; Acres:	Part Block 3, Plan 33M-544 Designated as Part 7, 33R 20553 (5.47 Acres)
Name, Address, Postal Code of Purchaser:	10264539 Canada Ltd. 48 Sherick Dr., Stouffville Ontario, L4A 2E9
Local Company: <u>Yes</u> No	
Intended Use of Building	Manufacturing
Major Industrial Classification of User:	Manufacturer of residential windows and doors.
List of Products Manufactured/Handled:	Manufacturing of Vinyl Windows & Doors, Insulated Glass, Vinyl Decking & Fencing Assembly.
Number of Employees Anticipated:	25 (Full Time)
Number of Square Feet of Building Proposed:	40,000 + square feet
Number of Square Feet in Property Purchase:	239,580 square feet
Proposed Building Coverage as % of Lot Area:	16 percent (16%)
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:	JH Law Professional Corporation Jessica Hu 505 Consumers Rd, Suite 903 Toronto, Ontario, Canada M2J 4V8
Telephone:	647-617-7779
Purchaser's Executive Completing this Form: 10264539 Canada Ltd. Name: Title: I have authority to bind the Corporation	Per: 

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A-6161-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

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

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
5. A class 1 sale shall be subject to the following conditions:
 - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 19 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
 - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
 - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 19 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
 - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

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

CLASS 3 SALE

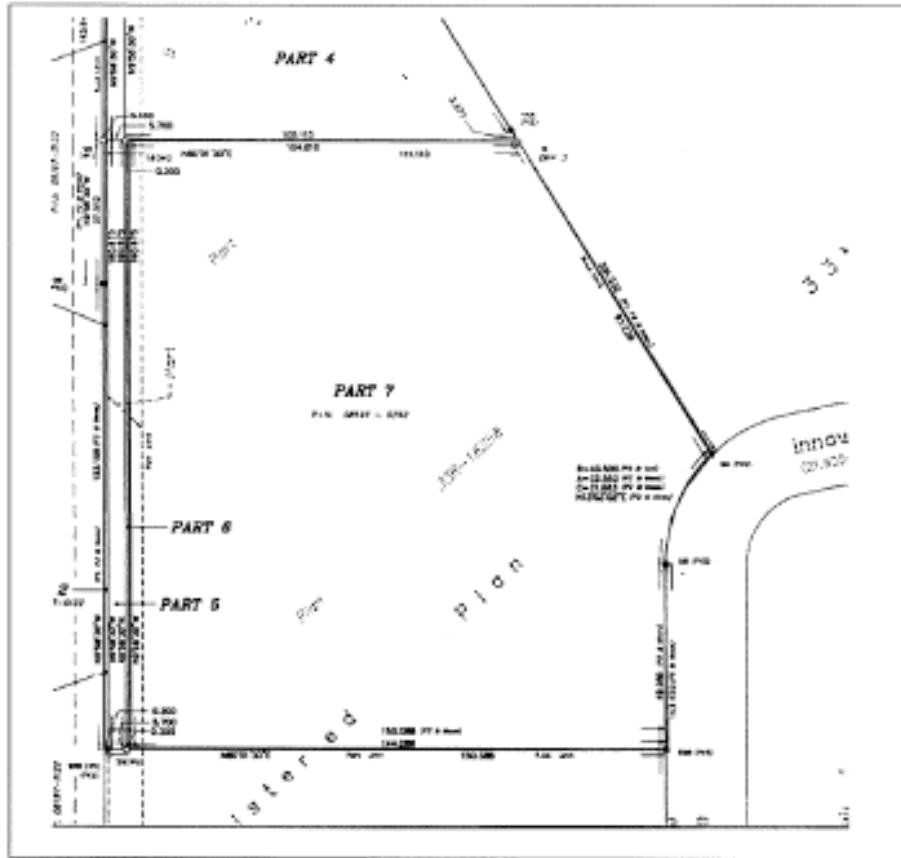
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section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

GENERAL

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

SCHEDULE "C"

Property Shown as Part 7 in Plan 33R-20553



SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

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

Paramourity of Schedule "D"

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

Assignment of Agreement

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

Municipal Services and Roadway Easements

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

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment, Conservation and Parks (MOECP) , and any other approvals deemed necessary by the City.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

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 two (2) business days of being requested to do so by the Purchaser.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to this condition is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

During review of the above condition: The City will verify that no development charges are required to be Real Estate Commission paid by the Purchaser, to the City for development of the property, for the Buyer's intended use.

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

Urban Design Guidelines for Innovation Park

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

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 filed by the Municipality;
 - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
 - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
 - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
 - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
 4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
 5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.



Zelinka Priamo Ltd.

LAND USE PLANNERS

September 17, 2021

Chair and Members
Planning and Environment Committee
City of London
300 Dufferin Avenue
London, ON
N6A 4L9

Attention: Heather Lyzynski, Committee Secretary

**RE: Request for Deferral
Planning and Environment Committee (PEC)
September 20, 2021, Item 3.3
Zoning By-Law Amendment Application
755-785 Wonderland Road South
London, ON**

On behalf of McCOR Management Inc., Zelinka Priamo Ltd. is submitting this letter as a Request for Deferral of the Committee's consideration of the Zoning By-Law Amendment application for 755-785 Wonderland Road South (known as Westmount Mall – 'Westmount'). Having reviewed the Staff Report and the basis for its recommendation, we believe further discussion with staff is warranted, as the report does not accurately reflect, analyse or present the application which was submitted.

The Zoning Bylaw Amendment application before the Planning and Environment Committee is to permit the **Business Service Establishment** ('BSE') use as a permitted use on the subject lands. While the motivation for the application was as the interest of a call centre operator to locate its operation in the existing Westmount building, the BSE use was seen as a non-office use that could increase the potential for leasing existing vacant building area by allowing compatible businesses service uses other than just call centres. Given the high vacancy rate within Westmount, attracting new tenants is critical to the successful reuse of the former retail shopping mall (as acknowledged in the City Staff Report). The selection of the BSE use was made because it included the call centre use, based on previous zoning interpretations made by the City, and would be complimentary to other uses already permitted within Westmount.

Through the application review process, City Staff focused attention on legally existing uses within Westmount which they believe can be interpreted as “offices”; then analysed them against the office policy limits in the City’s Official Plan, the London Plan, and the Zoning By-law. However, the application before the Committee is to permit a Business Service Establishment, which is not an “office” use under the City’s Zoning By-law. Staff were examining a planning matter not related to the application submitted. The confusion was generated by Staff’s opinion that call centres do not belong under the BSE use, but rather are an “office” use. Staff have evaluated the application as a request to add office uses, and increase the office space with Westmount, which is not the case. The Staff Report is not reflective of the application submitted. While we disagree with Staff’s interpretation of the call centre use as an office use, the application remains as requesting the Business Service Establishment permission to be added to the subject lands. At no time did we amend this application to request either additional office uses, or an increase in the permitted office floor area.

The Staff Report contains significant analysis on the protection and preservation of the Downtown Core, and how the present application could undermine its vitality and long-term success; however, this analysis is conducted through a lens of increasing the office uses, and office capacity at Westmount, neither of which is the subject of this application. In addition, the Staff Report leans heavily on the Provincial Policy Statement and its policies relating to protection of Employment Areas, emphasizing that those policies speak to the protection of the Downtown Core as a major employment area. While we do not disagree with the position that the Downtown is a major Employment Area, the report fails to recognize that Westmount is also a major Employment Area within the City of London, and has been since the former shopping mall’s inception in 1971. Those PPS policies speaking to the protection and preservation of employment areas relate to Westmount as they do to the Downtown Core.

Based on the Staff Report which, in our opinion, does not appropriately evaluate the application submitted, and which seeks to establish new interpretations which contradict established City practice, we respectfully request that consideration of the application be deferred to enable additional discussion with City Staff to determine the best course forward for this application and to support the viability of Westmount as a transit-supportive employment area.

Thank-you for your consideration of this request,

ZELINKA PRIAMO LTD.



Casey Kulchycki, BAA, MCIP, RPP
Senior Planner



September 17, 2021

Dear Chairperson Squire and Members of the Planning and Environment Committee (PEC):

On behalf of the Argyle Business Improvement Association (Argyle BIA) and our membership, we fully support the adoption and approval of the Argyle Community Improvement Plan (CIP), and we highly encourage members of PEC to support staff recommendation of the CIP.

The Argyle BIA was instrumental in initiating this process in October 2019, submitting a request through PEC that staff undertake a comprehensive regeneration study of the Argyle BIA and surrounding area. With the Argyle CIP now completed, our hope is that PEC will approve this critical and necessary plan for the continued revitalization of the Argyle core area.

Lastly, we would like to thank staff at City Planning, along with all the community partners that participated in the process. We are hopeful that all the work and effort that went into this undertaking will be fully realized for the benefit of East London.

Sincerely,

Randy Sidhu
Executive Director
Argyle BIA

From: Jessica Albert

Sent: Friday, September 24, 2021 11:38 AM

To: PEC <pec@london.ca>

Cc: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>

Subject: New School for Northwest London

Good Morning,

I would like to take a moment of your time to discuss the rapidly growing problem occurring at Sir Arthur Currie Elementary School. I would appreciate if this email could be read at the council meeting when the decision about a new school is discussed.

When Sir Arthur Currie was initially opened, it was a source of pride for the community - a beautiful new school full of promise and opportunity. Over the course of only a few years, this same school has become a source of disdain and frustration. The school grounds, which should be providing ample play areas and outdoor learning spaces, are now overrun with portables. It is hard to feel as if you are in a natural play area, when you are surrounded by container box looking classrooms. It is only the fall, and already I am hearing about students choosing to "hold it" and not go to the bathroom until recess, as they are in portables that would require them to walk around a parking lot. Beyond the obvious concerns of kids not going to the bathroom when needed, this is an unnecessary layer of anxiety to put onto the youngest members of our community.

I am sure you will hear from many parents about all of the reasons why a new school is needed as soon as possible. I would like to address the impact this overpopulation is having on the Family Centre. When my first child was born, we spent a great deal of time at the Family Centre Fox Hollow. We attended playgroups at least one-two times a week and benefitted from the programs and services offered there. I am currently on maternity leave with my second child. Covid has already greatly impacted my experience, but the overpopulation of Sir Arthur Currie has added parking enforcement to any playgroups at the Family Centre. Now, play groups can only run while there is someone available to stand outside and provide signage for parking and ensure only families for the family centre are there. The individuals running the programs at the family centre should be able to focus on programming and connections with the community, and not have to worry about going outside to enforce parking. As we get closer to winter, the alternative option of parking at Fox Hollow park and walking over is less appealing given the difficulty of pushing a stroller through snow and the congestion of strollers that would ensue in the entrance.

The overpopulation is impacting not only the school community, but the community at large in terms of access to the family centre. The Northwest corner of the city is growing swiftly. We need to embrace this growth. The developers and school board have come together with Josh Morgan to provide a possible solution. I implore you to accept this solution so that our community can breathe a sigh of relief with a solution on the horizon.

Sincerely,

Jessica Albert

From: cheryl Kay

Sent: Friday, September 24, 2021 8:31 PM

To: PEC <pec@london.ca>

Cc: Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>; Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>

Subject: Sir Arthur Currie

My husband and I are seniors in the Fox Hollow Community . Although we do not have children in this school, we do have grandchildren in London. We have watched the growth in this community specifically in the student population at Sir Arthur Currie .

We frequently walk through the community and we have walked through the school grounds many times. We have seen the playgrounds get smaller. We have seen the portable classrooms multiply. We have seen the parking lot shrink. The parking is overflowing to the community park. The drop off is hectic and unsafe. If emergency services were required to drive down Denview Ave it would be a disaster because they can't get through because of traffic and people parking on both sides of the street. Parents are parking in private driveways while they walk their children to school because there is no room at the school.

The portable classrooms and portable toilets may be temporary solutions but they are solutions which are more likely to be permanent. I understand there are plans for a new school with a capacity of 800. This barely covers the current requirements. If hundreds of new family homes are being built in Fox Hollow North and Kent the new school will have 22 portables as well. Projected enrolment specialist working at the board with information from developers and city planners would confirm this. A capacity issue would exist on opening day for the new school. Does this really make sense?

What about the secondary school requirements? Where are all the elementary students going to go?

We teach our students to respect others and to be thoughtful and considerate. As taxpayers we are not treating our students with respect. Is it considerate to facilitate over crowding, eliminate play areas, and create disparity within the school community.

What about the safety concerns , air quality and social distancing?

I am just thankful my grandchildren are not in a new community where lack of planning and zealous building has forgotten about education and our precious youth.

Cheryl and Barry Kay

From: Sheryl Sdao
Sent: Friday, September 24, 2021 3:08 PM
To: PEC <pec@london.ca>
Cc: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>
Subject: Sir Arthur Currie PS- PLANNING NEW SCHOOL

To Whom it may concern.

I would like to take a moment to address the current situation at Sir Arthur Currie Public School on the city's North west side.

I have 2 children who attend the school, who are in grades K2 and Grade 4. My oldest daughter has been attending SAC since it opened its doors 4 years ago, we also live in the neighbourhood (main incoming street of foxfield, Foxwood Ave), where we have resided since 2008. I have seen the impact that the over crowding of the school has not only had on my oldest child, but also on our neighbourhood. Not only is safety a major concern to the amount of traffic coming through our neighbourhood (at very undesirable speeds) with our school being filled to double our capacity the amount of cars flying up and down our roads is not something we should have to "deal" with. Another major issue is the fact that our children are being used as an experiment in how much longer our school can handle the embarrassment of being sent to one of the 22 portables currently housing as many children inside the school as outside the school. If my 9 year old student could tell you herself she would, so instead I will use her words that I hear daily since starting back at school and being a 9 year old subject to being in a portable, using a porta-potty for her washroom facility and being placed in what SHOULD be the staff parking lot. The thing I most commonly hear from her is "I don't feel like I am a part of the school.", "I don't feel like it's my school", "when winter comes I have to put on my winter coat and boots to go to the bathroom?!". Why on earth should any child feel like they are not a part of their school? They shouldn't. While I understand you are not responsible for the size of the school that was built when planning, I ask that you take a hard look at the situation that our children, as well as our staff, that are having to deal with the every day fallout in a school that is frankly an embarrassment to look at as well as a major safety concern! Daily traffic problems around our roads, no parking available(making it impossible for people living in our neighbourhood to get out of their driveway during school drop offs and pick ups), walking is not safe when our roads were not built to take the amount of daily traffic whipping around our streets. I ask that for the safety of everyone, I ask that for the well-being of our children (who have already been dealt SO much), that you consider having the timeline, in order to approve a new school for building, shortened to start no later than 2 years. It's sad to say the current timeline of 4-8 years is just too long when our school is already bursting. If it's the minimum of 4 years, my oldest will never get to be back inside of her school again, instead she will be off to high school. I want her to be able to have a school experience, attend assemblies with the rest of the school, use a proper bathroom...because she's not a construction worker and deserves a bathroom that is inside the school that she doesn't have to wait to use for 20 minutes. I want her to feel like she belongs in her own school again. I don't want my 5 year old to face these same feelings and issues if the proposed timelines take 4-8 years. I want them to be able to walk to school (with or without me as they get older) without

fear of the traffic...they may as well be crossing at a major intersection. Portables are fine, for now....but they can't be the solution for the next 4-8 years. That's not a school. Our amazing teachers and staff are doing the very best they can with what they have to deal with, but I ask kindly, Please consider taking a look into how this effects our neighbourhood, our children as a whole, if you have children or not. We can't take another 4-8 years of this. It just won't do.

I ask that you take what you need from my e-mail to be included on the agenda for Monday's meeting.

If you should have any questions or need to speak with me, I can be reached through my email or by phone.

I thank you for your time.

Sincerely,

Sheryl Sdao

From: Traci Cummings

Sent: Friday, September 24, 2021 11:25 AM

To: PEC <pec@london.ca>

Cc: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>

Subject: Sir Arthur Currie concern

Morning,

I hope this email finds you are well! I am reaching out as an extremely concerned parent of a grade 2 student at Sir Arthur Currie elementary school. We moved into this neighbourhood when our daughter wasn't born as we heard extremely positive feedback about the staff at the school. We have been nothing but thrilled and impressed with the teachers, programming and administration at the school. Sue Bruyns and her team are the best in the business and should honestly receive medals for all that they do! The extra work and stress that have had to endure due to the overcrowding issue at the school is unbelievable and I have to say that they do it with smiles on their faces for the love of their students!

Safety is now an issue with the amount of portables on site to house the students and I know you are aware that the school was built for 500 students not 1000 students that are enrolled this year. Not to mention the extra traffic on the streets in the Foxfield community making even our morning/afternoon walks to and from school stressful as well. Students are forced to use portable outhouses in the parking lot of the school with an incident occurring this week of a poor child being locked in one of them and not being able to get the door open and was left until a concerned parent found her and called the custodial staff for assistance. How terrifying that must have been for her!

As a board member of the Parent Council at the school, I assure you that we have a team we brainstorm at our monthly meetings about how we can help Sue and her team ease the stress!

I urge you to PLEASE speed up the timeline for a second school to be built to help with these issues. Please include my email on the agenda for the meeting on Monday September 27, 2021.

Thanks in advance!

Traci Cummings

From: Sean Copeland

Sent: Friday, September 24, 2021 8:08 PM

To: PEC <pec@london.ca>

Cc: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>

Subject: Call to Action – New School in Ward 7

Dear Planning and Environment Committee,

You have my unconditional support in finding creative solutions to speed up the timeline on building a new public elementary school in Ward 7, in an area Northwest of the Wonderland Rd and Fanshawe Park Rd West intersection. I fully support Josh Morgan's proposal and look forward to participating in future public meetings with local residents. Please do not slow this process by singlehandedly deciding on the well-being of our children, and instead seek to work collaboratively with those directly impacted by your decisions.

The current situation of overpopulation at Sir Arthur Currie Public School is beyond words. The situation screams "lack of planning", "inability to cooperate", and "disrespect for students, parents, and educational professionals" by the school board and city administration, and their respective elected officials. It's clear that the number of family houses already built in this area ensures that the number of students attending SAC for the foreseeable future will far outnumber the school's capacity. Additionally, the hundreds of new homes already being built will be filled with more families over the next 24 months, further exasperating the overpopulation at SAC. The problem is now, and it's becoming exponentially worse as each year passes.

My son is a grade 5 student at SAC, and has nothing but amazing things to say about the staff and students. This is the third school he has attended since kindergarten. Unfortunately, that's where his positivity about the school ends. Anytime he has spoken to my wife and I about an issue at the school, it always comes down to overpopulation. There is always a lineup for the washrooms, the field and basketball courts are too full to play at, the portables are not built for our hot and cold weather, and the traffic during drop-off and pick-up times has made it even more dangerous to walk home.

Please, if possible, include my e-mail on the agenda for Monday's (September 27) meeting and please consider Josh Morgan's proposal.

Thank you,

Sean Copeland

Resident of Ward 7

From: Jeff Plank

Sent: Saturday, September 25, 2021 8:26 PM

To: PEC <pec@london.ca>; j.skinner@tvdsb.ca; j.bennett@tvdsb.ca

Cc: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>

Subject: Sir Arthur Currie

I live in the Fox Hollow neighbourhood. My son was the first child enrolled in daycare at Sir Arthur Currie. I've watched as more and more portables are added every year and it's really disappointing. I wish there had been better planning to anticipate the increase in students. It's absolutely ridiculous that a school has 22 portables and that students need to use porta-potties to go to the washroom. I fully support Josh Morgan's plan for a new school in the area.

Jeff Plank

Dear Members of the PEC Committee,

London City Council

I am writing to you as a resident of Fox Hollow Community and a parent and school council member at Sir Arthur Currie public school in Northwest London.

I would first like to say that our school is a great school and they have been doing their best. However, it is obvious that the school numbers have way outgrown the school in a very short period of time. Having approximately double the students than the school was built for means an excessive number of portables (especially for a very new school) and predictable problems, with such things as bathrooms, transportation and parking and use of common spaces.

I am writing in support of ward 7 city councillor and deputy mayor, Josh Morgan's proposal to expedite the building of a new school in our area, (south of Sunningdale/east of Hyde Park, within the urban growth boundaries currently in place) despite the fact that I, personally, have mixed feelings about the continued urban growth and the compromise that would be required. (speeding up the residential building north of Sunningdale)

In general, my feeling is that decisions need to be made with people, community and the environment in mind, ahead of economic reasons.

Going forward, I believe there could definitely be improvements with the planning and decision making around development and infrastructure in the City of London, rather than continuing sprawl and indefinite growth, as well as the way decisions are made about schools when new building is approved. (at the municipal and provincial levels) Schools and childcare should be a top priority in community planning and not what could be perceived as an afterthought.

All levels of government could stand to be more proactive, rather than reactive. Things do not have to be done a certain way because they've "always been done that way". As stewards of the land, there is likely much more room for consultation with Indigenous leaders, along with continued and meaningful consultation with community members.

It is understandable that these types of decisions are difficult and can never please all. It is a balance between short term needs and long term planning, and I certainly do not have all the answers, nor am I an expert in city planning. I thank Josh for demonstrating that it is possible to be a politician with heart and transparency, that is not just concerned with being re-elected, but in fulfilling his roles to the best of his ability and actively considering feedback from the community. I am also proud to see engagement from our school community and am confident that the PEC committee of the London City Council will give this matter the important (and urgent) consideration it requires.

Best,

Sara B. Johnson

CC: Minister of Education, Ontario, Peggy Sattler (MPP, London West), TVDSB Ward 7 Trustees Joyce Bennett and Jake Skinner and Director of Education, Mark Fisher

From: Brandi Wilson

Sent: Saturday, September 25, 2021 6:10 PM

To: PEC <pec@london.ca>

Cc: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>

Subject: September 27th Meeting: Item 4.1

Hello Planning and Environment Committee,

I am writing to you in support of agenda item 4.1 for the September 27th meeting and ask that my email be included on the agenda.

First I would like to admit that I am a hypocrite as I do not like sprawl/going beyond the boundary in the London Plan, but moved into our house on Silverfox Drive in 2012. That being said I do support the move by Auburn Developments to sell land on the south side of Sunningdale Road to the TVDSB in order to accommodate a new school and build their townhouse development on the north side.

There are undeveloped areas and development beginning on the east side of the Fox Field subdivision that do necessitate the need for another school due to the steady pace of growth on the west side. As there is a roundabout currently under construction at Hyde Park Road and Sunningdale Road the concern of mine regarding traffic calming for a new development in that spot Auburn has requested has decreased.

I support this proposal as I have children that attend school and daycare at Sir Arthur Currie and can see that future population growth will impede the work being done there as the current site does not allow for any upsizing/expansion of the building. The proposal allows a faster timeframe to build the school and (bonus) more childcare spaces, which to the benefit of our youngest residents. This proposal also should discontinue the need for the city to consistently maintain the parking lot at Fox Field District Park during the winter to accommodate parents that drive their children to and from school.

My support for this proposal is also due to traffic along our street during the school "rush" hours as we are on a direct route to school. We were shocked that on the first day of school that there was so much traffic that it was backed up past our home. This never happens and was another wake up call of how the area is growing in population.

I do realize this is precedent setting, in both proposal and the necessity for the city to step in, this does not change my support for the city I call home. This does not also stop my consistent correspondence to the Provincial government and provincial political parties to change the planning/funding process.

Thank you for your attention and consideration to this sensitive proposal.

Regards,

Brandi Wilson

From: coco n
Sent: Saturday, September 25, 2021 8:30 PM
To: PEC <pec@london.ca>
Cc: Morgan, Josh <joshmorgan@london.ca>
Subject: Call to action-build new school

To whom it may concern

Call to action-build new school

I have lived in NW London for 3 years. My 2 sons has not gone to school because it's over crowded. I don't feel comfortable to send them in school with portable class. Now I can't send them to school for 2 years because of that. They do not like online learning school.

Please take action-Build New school!!!!!!

Coco Nguyen

From: Charys Martin

Sent: Sunday, September 26, 2021 10:20 PM

To: PEC <pec@london.ca>

Cc: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>; j.bennett@tvdsb.ca; j.skinner@tvdsb.ca; stephen.lecce@pc.ola.org; psattler-co <psattler-co@ndp.on.ca>

Subject: Urgent Need for Action for Sir Arthur Currie Public School

Dear City Council Planning and Environment Committee Members and Thames Valley District School Board Trustees,

I am mother to a student who attends Sir Arthur Currie Public School (SAC) and I have another child who attends Sir Arthur Currie Daycare Centre on the same premises. The current situation at SAC is not sustainable. The school is unbelievably over-crowded and it is affecting our childrens' education, in addition to affecting the day-to-day life of the families the school services. How are our children safe when a school for 533 students is currently accommodating 1000 students? Our children have lost space to play and explore. Our children do not have the same facilities available to them within the school because shared spaces had to be turned into classrooms and they have to share other shared spaces (like the gym) with 2x the amount of students for which the spaces were built. Our children are missing out on community building opportunities, due to the fact that the school cannot have school wide gatherings, events, or assemblies due to capacity issues. Not to mention that the students in the portables are having to use porta-potties for personal hygiene. I don't know how this can be considered an appropriate learning environment for any student, especially considering how that is going to work when they are unheated during our cold winters. These temporary measures are unacceptable and need to be resolved immediately.

The over-capacity issues have also affected our family directly. Due to the fact that we have one younger child in daycare at Sir Arthur Currie, we must drive our children to school. Prior to this academic year, we drove our two children to school for the 9am school start time. We would park in the parking lot, drop off our youngest in childcare and then walk our oldest to her door for the school bell. The fact that 1/3 of the parking lot is now educational space with portables and porta-potties and that they must close off the drop-off lane in the parking lot to cars at 8:45am to keep students walking to and from the parking lot education space safe, we are unable to drop off our children for the 9am bell. My options were struggle to fight for parking with the parents of 1000 students in the morning a fair distance away from the school, and across roads, with my toddler and my young school age child or pay more in childcare fees and put my school age child in before-school programming. Unfortunately, the time and frustration of the former was not possible for our family and our tight work schedules, so as a result this over-capacity issue has also become a financial burden for our family.

I have included TVDSB trustees and the Minister of Education on this email because I feel like this current situation is a failure on so many levels. The fact that the school was originally planned with an addition to accommodate more students, but that it wouldn't be considered to be built until the school was already over-capacity is short-sighted, fiscally irresponsible, and would end careers if this project was in any other industry – especially considering the school was over-capacity within 1 year of opening. That being said, those failures have already occurred and action needs to be taken now to prevent any

further gross miscalculations. I support the proposal that Ward 7 Councillor, Josh Morgan, has put forward. While this does not solve the urgent matters at hand, the Fox Hollow neighbourhood is only growing, not getting smaller and we needed another school in the neighbourhood 3 years ago. This plan starts that process of getting shovels in the ground faster. However, we still need immediate action that will relieve the stress on SAC.

In regard to this urgent need, and in addition to supporting Councillor Morgan's proposal, we need the TVDSB to rezone in our region. It is absolutely unconscionable to me that the TVDSB has not re-zoned for SAC. Currently, students are bused from outside Fox Hollow (south of Fanshawe, East of Wonderland, and West of Hyde Park). How can one justify that Sir Arthur Currie is currently zoned to accept students who are bused from areas that are much closer to lower capacity schools (Emily Carr, Wilfred Jury, and Masonville). While a new school in Fox Hollow is absolutely required, we cannot wait 4 years for a solution to this problem. Students outside the region and even within Fox Hollow should be rezoned to ensure that schools in the area have more even numbers to ensure our students are all getting a great learning experience. I completely understand that this will make many families frustrated, but something needs to be done now and our children's education is at stake.

I ask that my email is included on the agenda for the Monday September 27th meeting and at the next meeting for TVDSB Trustees.

Sincerely,

Charys M. Martin, PhD

From: Robert Hewitt
Sent: Monday, September 27, 2021 4:03 PM
To: PEC <pec@london.ca>
Subject: Deal for school

Just want express support for the deal that Josh has brought forward

It only makes sense

From: Matthew Wilson

Sent: Monday, September 27, 2021 11:11 AM

To: PEC <pec@london.ca>

Cc: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; Morgan, Josh <joshmorgan@london.ca>

Subject: September 27th Meeting: Item 4.1

Hello Planning and Environment Committee,

I am writing to you in support of agenda item 4.1 for the September 27th meeting and ask that my email be included on the agenda.

I've lived in Fox Field for almost 10 years now and while it wasn't guaranteed that a school would be built here when we moved, the area was zoned for a school and that was a selling point for us. However, the school was built to support just over 500 students and the population has exploded in this area.

Over the few years that my oldest child has been attending Sir Arthur Currie (SAC), I've seen spaces inside the school that weren't designed as classrooms being taken over to support the growing school population. A popular "Maker space" was repurposed as a classroom and an activity room was transformed into a temporary classroom. Last school year there were enough portables in the school yard that much needed space for the development of children was taken away. This year we have portables in the parking lot because there just isn't enough space for students. These aren't City of London problems, but have been provided to give background on what we see in the community. The growth in this neighbourhood isn't stopping as there are houses being built to the west of SAC currently.

I do support the move by Auburn Developments to sell land on the south side of Sunningdale Road to the TVDSB in order to accommodate a new school and build their townhouse development on the north side. This proposal allows TVDSB to fast track the building of a new school and gives Auburn Developments what they need to continue with building additional houses.

This proposal should also give additional childcare spaces, which will help alleviate the child care wait list and alleviate the SAC parking situation where staff and parents dropping off their children need to use the Fox Field District Park.

My support for this proposal is also due to traffic along our street during the school "rush" hours as we are on a direct route to school. We were shocked that on the first day of school that there was so much traffic that it was backed up past our home. This never happens and was another wake up call of how the area is growing in population.

This is a precedence setting request but is something that is absolutely necessary in order to accommodate the massive growth that is happening. If something isn't done now, I strongly believe we're going to be in a situation where we're unable to properly support the school community.

Thank you for your attention and consideration to this sensitive proposal.

Regards,

Matt Wilson

Ward 7

From: Skylar Franke

Sent: Monday, September 27, 2021 10:12 AM

To: Squire, Phil <psquire@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Lewis, Shawn <slewis@london.ca>; Hillier, Steven <shillier@london.ca>; City of London, Mayor <mayor@london.ca>

Cc: PEC <pec@london.ca>

Subject: 2631 Hyde Park Rd. and 1521 Sunningdale Rd. W.

Hello Chair Squire, Councillors Lehman, Hopkins, Lewis, Hillier and Mayor Holder,

Hope you're keeping well and enjoying some of the sunshine today.

I'm reaching out to share concerns about [the proposal from Auburn Development](#). I appreciate the difficulty in these types of decisions which seem to address a housing shortage and school overcrowding at the same time, but this decision to move forward with the residential development proposal would have long-term negative and expensive impacts for our city.

This proposed residential development on the edge of the city is not in line with the climate emergency declaration or the London Plan, and has already received critical concerns from staff. As well, I appreciate the thoughtful deliberations that the [PEC councillors have already displayed back in May when this development was discussed, which outlined the need for a secondary plan before moving forward](#).

As some of the Councillors on PEC have already identified, approving this development without a secondary area plan would set a dangerous development precedent. It doesn't directly address the affordable housing crisis as this development of single family homes wouldn't offer affordable units. It goes against the London Plan of developing inwards and upwards and will create a long-term maintenance burden, as well as locking future residents into a high emission lifestyle (reliant on cars and low-density home heating).

Residents in this development would all rely on cars for transportation, as it's not on a bus route or connected to cycling infrastructure. Until this type of infrastructure and servicing can be developed through a secondary plan, this type of development goes against the climate emergency declaration made by Council in 2019.

Thanks for your attention to this issue,

Skylar Franke (she/her)

Executive Director, London Environmental Network

September 30, 2021

Dear Mayor Holder and Members of Council,

The Thames Valley District School Board (TVDSB) administration team watched the Planning and Environment Committee discussion regarding the proposed development at 2631 Hyde Park Road and 1521 Sunningdale Road West (File O-9190) on September 27, 2021. We thought our letter was self-explanatory and did not realize a need for us to attend. Several questions came up about the TVDSB's position that I would like to address.

1. Available land in this part of London is extremely limited. There are no available school blocks within existing developments in this part of the City. To date, this is the only property that has been offered to us for a school site through the course of our discussions with developers in the area.
2. Expropriation is a tool that is available to school boards for the purposes of acquiring land for new schools. This process is lengthy, costly and one of last resort.

We also received questions from Councilor Helmer and wanted to share that correspondence with all council members.

*From: Helmer, Jesse <jhelmer@london.ca>
Sent: Tuesday, September 28, 2021 8:46:59 AM
To: Jacob SKINNER <j.skinner@tvdsb.ca>; Joyce BENNETT
<j.bennett@tvdsb.ca>
Subject: New Northwest School*

Hi Joyce, Jake:

Do you have a sense of how the new school that is funded for the Northwest would help with the overcrowding issues at Sir Arthur Currie? Looking at the accommodation report, it looks like the new school will be mostly students who are currently in Ryerson holding zones?

I thought Mr Pratt might be able to answer at the planning committee meeting, but he did not attend.

Jesse

On Sep 28, 2021, at 3:42 PM, Jeff PRATT <jeff.pratt@tvdsb.ca> wrote:

Good afternoon Councilor Helmer

Thank you for your email correspondence to both Trustees Skinner and Bennett, as well as Mark Fisher. We appreciate your interest in our enrolment pressures in North West London. We would have been happy to send a TVDSB representative to your planning meeting if we were invited to attend.

There are approximately 1,000 students currently attending Sir Arthur Currie PS. In addition, 219 students are attending Ryerson PS from the Fox Hollow West and Sunningdale North holding zones. We are expecting approximately 1,200 students at Sir Arthur Currie by 2023.

The new NW London elementary school is currently approved by the Ministry of Education explicitly to provide both relief for Sir Arthur Currie as well as permanent accommodation for holding zone students. Administration will be proposing an attendance area for the new NW London elementary school as part of the London attendance area review process that we are currently undertaking, which will involve modifications to the Sir Arthur Currie attendance area to provide relief for this school. Enrolment is projected to continue increasing within both the Sir Arthur Currie attendance area as well as the holding zones so it is critical that we secure a school site as expeditiously as possible.

I hope this information answers your questions. I would be pleased to discuss further at any time.

*Best regards
Jeff*

*Jeff Pratt, CPA, CMA
Associate Director & Treasurer
Organizational Support Services (OSS)
Thames Valley District School Board
1250 Dundas Street, London, Ontario N6A 5L1
Office: (519) 452-2000, Ext. # 20254
Email: jeff.pratt@tvdsb.ca
#everychildmatters*

From: Helmer, Jesse <jhelmer@london.ca>
Sent: Tuesday, September 28, 2021 3:52 PM
To: Jeff PRATT <jeff.pratt@tvdsb.ca>
Cc: Ben PUZANOV <b.puzanov@tvdsb.ca>; Geoff VOGT <geoff.vogt@tvdsb.ca>; Mark FISHER <mark.fisher@tvdsb.ca>; Angela WILSON <a.wilson@tvdsb.ca>; Jacob SKINNER <j.skinner@tvdsb.ca>; Joyce BENNETT <j.bennett@tvdsb.ca>
Subject: Re: [EXTERNAL] Re: New Northwest School

Thank you. So that sounds like both SAC and the new school will likely still be in a building + portables situation once the new school is built.

The area that is proposed to be developed by Auburn North of Sunningdale — would those students go to SAC or the new NW school? Or somewhere else?

I really appreciate the info. The pressure on your schools is way too high. Sounds like yet another school is needed in the NW, especially if the area North of Sunningdale develops so much earlier than anyone expected in 2016 when the London Plan was approved.

Jesse

Thames Valley District School Board - Organizational Support Services

1250 Dundas Street, London, Ontario N5W 5P2 Tel: 519-452-2000 Fax: 519-452-2485 website: www.tvdsb.ca

On Sep 28, 2021, at 4:11 PM, Jeff PRATT <jeff.pratt@tvdsb.ca> wrote:

Jesse,

The land that is proposed to be developed by Auburn on the north side of Sunningdale Road and east of Hyde Park Road is currently within the Sir Arthur Currie PS attendance area. The attendance area for the new school, including any associated changes to the Sir Arthur Currie PS attendance area, will be considered by Trustees and decided upon following public consultation with the community as part of the London attendance area review process.

Regards,
Jeff

Helmer, Jesse jhelmer@london.ca Tue 9/28/2021 4:58 PM

Thank you! I appreciate that a lot is uncertain right now.
Jesse

Thanks for your interest in this matter.

Sincerely,



Jeff Pratt
Associate Director & Treasurer
Thames Valley District School Board

cc. Mark Fisher, Director of Education and Secretary, Thames Valley District School Board
cc. Lori-Ann Pizzolato, Chair of the Board, Thames Valley District School Board



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L A W Y E R S

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T. 519 672-9330
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September 29, 2021

VIA EMAIL: PPMclerks@london.ca

Mayor & Council Members
City of London
300 Dufferin Avenue, PO Box 5035
London, Ontario, N6A 4L9

Dear Mayor & Council:

Re: ACORN Request That Council Introduce a Toronto RentSafe Scheme in London

We are the lawyers for the London Property Management Association (“LPMA”). The reason for writing to each of you today is to ask that Council reject ACORN’s request that London introduce a multi-res by-law similar to the Toronto “RentSafe” scheme which has been implemented in the city of Toronto.

The LMPA is a London-based, non-profit multi-residential industry organization committed to promoting education, training, professionalism and advocacy among its more than 550 members. The vast majority of LPMA members are builders, owners and operators of multi-residential rental properties in London. LPMA is Ontario’s oldest regional landlord association. LPMA’s mandate is to educate its members to administer and manage their rental properties to meet all statutory and professional standards, including full compliance with London’s Property Standards By-laws (the By-law) as well as the provisions of the *Residential Tenancies Act* (RTA) and the obligation to maintain rental properties in accordance with housing, health and safety standards. Throughout the current pandemic, LPMA members have been designated and required to provide essential property management services, including all testing, inspections and maintenance of life safety and necessary maintenance requests.

ACORN is a Toronto-based tenant advocacy agency whose funding is entirely dependent on persuading the Province and Municipalities that all multi-res landlords abuse their obligations under the *Residential Tenancies Act* (RTA); Property Standards By-laws; and related Provincial and Municipal building standards. ACORNs funding also depends on importing to London a public perception of conflict and hostility between landlords and tenants with a view to encouraging tenants to contact ACORN to provide political solutions rather than seeking recourse to the substantive remedies readily available at the Landlord and Tenant Board (LTB) or through enforcement of London’s Property Standards By-law. As Council Members have thoroughly reviewed the City Staff reports on housing standards in the City of London, it clearly signifies that relations between landlords and tenants in London are generally civil and operate in a customer

service business and legal environment; furthermore, from the City's own staff report, there is no factual evidence to support the ACORN contention that the City of London is rife with sub-standard housing conditions for tenants, the only solution for which should be one manufactured by the City of Toronto. On behalf of LPMA we are asking that individual councillors make an accurate assessment and consideration of ACORNs request and not fall prey to questionable anecdotes and media sound bites which form the basis for ACORNs campaign.

City Staff “Fact based” Report on Property Standards Complaints in London

As a responsible legislative body, Council is encouraged to consider its own Staff recommendations and comments recently set out in the Staff report to the Community and Protective Services' Committee where it was determined that of 45,000 property standards complaints last year, only 7% involved rental housing at all. We have also reviewed staff's report to the Planning Committee from May 26, 2008 where it was reported that of all maintenance complaints received by the City about rental properties at that time, 85% involved single family rental properties and only 5% involved rental properties with more than 4 units. Extrapolating from those numbers, 7% of 45000 complaints works out to 3150 complaints about rental housing and 5% of that number (attributable to rental properties with more than 4 units) works out to 158 complaints. It would be an abdication of Council's responsibility to London taxpayers to create and implement a costly RentSafe program on all multi-res properties in London; hire the dozens of staff required to administer it; hire the additional management staff for oversight of the expanded bureaucracy; impose on all multi-res landlords in London a third layer of regulatory maintenance standards; and, ensure that the inevitable by-law fees (the “Tenant Tax”), will be passed through to tenants. A more prudent approach to deal with about 158 complaints would be to hire, on a part time basis, one Property Standards By-law enforcement officer and educate tenants on how to access enforcement by the City of its own Property Standards By-law.

The numbers above also reflect another important consideration: the vast majority of purpose built apartment units in London are built, managed and operated in accordance with rigorous statutory requirements to ensure life safety and proper housing standards are in place. The statutory codes applicable to such properties require mandatory Fire, Building, Electrical and Maintenance inspections and compliance with all retrofit legislation. The numbers above bear out the fact that maintenance issues are relatively rare in purpose built multi-res developments and that where they occur, enforcement of existing City By-laws by current City staff is the most prudent, cost-effective way of dealing with them.

It's a Fact: The Vast Majority of Landlord/Tenant Relations in London Are Positive

Most members of Council know that the vast majority of landlords in London compete for business from tenants by promoting clean, safe and affordable rental units in a city that is proud of its community services and healthy residential environment. London's multi-res landlords work actively to promote a positive image of the City as a place to work, live and retire and promote positive relationships between rental housing providers and customers. LPMA respectfully submits that the Landlord/Tenant problems of Toronto that plague a highly urban populace numbering in the millions are not the problems that exist in the City of London, nor is a Toronto-based “solution” likely to address any real issues that may exist between landlords and tenants in the City of London. In fact, a far better and London-based proposal to address landlord and tenant issues in London has already been initiated by Council through a Landlord and Tenant task force recently approved for implementation by Council.

Tenants and the City Bear the Cost of New Administrative and Regulatory Levies

Toronto's RentSafe program is extremely expensive; heavily subsidized by the City of Toronto; and, has demonstrably produced very few measurable results other than a heavy influx of Above Guideline Rent Increase (AGI) applications by landlords for rent increases which ultimately result in financial hardship for tenants. In Waterloo the Landlord and Tenant Board (LTB) issued an AGI order for 6% above the 1.8% Guideline as a consequence of the imposition of new municipal "per unit" fees (we recently provided a copy of that Order to London Council and staff); furthermore, in Toronto there has been a substantial increase in AGIs based on building remediation programs triggered by a desire by landlords to avoid any potential negative stigmatization and "branding" of buildings under Toronto's RentSafe program. LPMA encourages Members of Council to consider that ultimately it is tenants who bear the financial cost of additional and unnecessary municipal levies and this is a fact which warrants a rejection of ACORNs campaign.

LPMA supports a London-Based Solution to its Landlord and Tenant Challenges

LPMA supports Council's mandate for the creation and implementation of a joint Landlord-Tenant task force to engage in a meaningful stakeholder dialogue. We therefore ask that Council Members reflect on the submissions above and reject the ACORN request and proceed instead with its London-based program. Should any member of Council have questions or request additional copies of the documentation previously provided and referred to above, please contact the undersigned.

Thank you, in advance, for your consideration of the submissions of LPMA.

Yours very truly,

COHEN HIGHLEY LLP



signature electronically affixed

Joseph Hoffer
JH:rmh
email: hoffer@cohenhighley.com

cc: LPMA

City of London - Application for Appointment to a City of London Board or Commission

Application

Please choose the Board or Commission you are interested in serving on: **London Transit Commission**

Contact Information

Name: **Dan Foster**

City: **London** Province: **ON**

Postal Code: **N6G0G5**

Experience and Qualifications

If you have experience on a London Board or Commission, please provide dates and details. (max. 3000 characters): **None, however, I was appointed to the Transportation Advisory Committee (TAC) in 2018 and have served as Chair from 2019 to the present. I also served as TAC representative on the Cycling Advisory Committee (CAC) prior to the Advisory Committee Restructuring Project which was implemented by the Clerk in 2019.**

What do you hope to contribute or learn as part of a Board or Commission? (max. 3000 characters): **As a member of the London Transit Commission, I would continue to contribute my time and energy as an advocate for the citizens of London regarding their short and long-term Transportation needs.**

How will you support the work of a Board or Commission? (max. 3000 characters): **My 38 years of senior management experience (domestic and international) with a major Transportation/Delivery provider, in a heavily unionized environment, make me uniquely qualified to make a significant contribution towards the oversight of London Transit. Furthermore, the toolkit I bring as Project Management Professional, Logistics expert, TQM and Lean Six-Sigma advocate is extensive and well suited to the challenges currently facing LTC.**

As a Member and current Chair of the Transportation Advisory Committee for the past 4 years, I understand and support the Strategic Direction of Council and will therefore be able to "hit the ground running" which will be important considering the short-term nature of this appointment.

I feel I have developed a track record of team-building and continuous improvement within TAC, with lessons learned which may be applied in this position.

Finally, as a retiree, I have the ability, the time and the energy to apply my experience and expertise towards generating solutions to our complex Transportation issues. As I am already well compensated by my former employer, if appointed, I would therefore not be seeking compensation for my duties as Commissioner.

Please describe additional experience, training, or community involvement that will help you in your role as a Board or Commission Member. (max. 3000 characters): **2014-2015 - Volunteer Co-ordinator/Office Manager - Kate Young Federal Election Campaign**
2014-2018 - VP, Communications - London West Federal Liberal Riding Association
2019-2020 - Director - London Area - Kate Graham Ontario Liberal Leadership Campaign
2021 - Director - Elgin-Middlesex-London - Afeez Ajibowu Federal Election Campaign

Attach resume or other document here, if needed:

Attach more files here, if needed:

Confirmations

I declare the following: **I am a resident of London. ; I am at least 18 years old.; I am not a City employee or Council member.; I understand that my application will be included on a public agenda that is published on the City website.**

To help inform our outreach activities, please tell us how you heard about this opportunity:
(optional): **Word of mouth**

If you selected 'Other', please specify:

Submitted on: **9/30/2021 7:51:49 AM**

Civic Works Committee

Report

The 12th Meeting of the Civic Works Committee
September 21, 2021

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

ABSENT: Mayor E. Holder

ALSO PRESENT: A. Pascual and J. Taylor.

Remote Attendance: Councillor M. van Holst; J. Dann, K. Dawtrey, D. MacRae, S. Mathers, J. Stanford, and B. Westlake-Power.

The meeting was called to order at 12:01 PM with Councillor E. Pelozza in the Chair; it being noted that the following Members were in remote attendance: 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: P. Van Meerbergen

That Items 2.1, 2.2, and 2.4, 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 Kensington Bridge - Environmental Assessment - Appointment of Consulting Engineer

Moved by: J. Helmer

Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated September 21, 2021, related to an appointment of a Consulting Engineer to complete the Kensington Bridge Environmental Assessment Study:

a) AECOM Canada Ltd. BE APPOINTED as the Consulting Engineer to complete the Environmental Assessment of the Kensington Bridge Renewal Project at an upset amount of \$252,880.00, excluding HST, in accordance Section 15.2 (e) of the City of London Procurement of Goods and Services Policy;

b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report as appended to 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-E21/E05)

Motion Passed

2.2 Municipal Waste and Resource Materials Collection By-law Amendment

Moved by: J. Helmer
Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the draft amending by-law as appended to the staff report dated September 21, 2021, BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021, to amend the Municipal Waste and Resource Collection By-law (WM-12) to establish additional packaging requirements for curbside collection of ceramic toilets to enhance health and safety of the sanitation operators and the public. (2021-E07)

Motion Passed

2.4 Increase Contract Award: West London Dyke Norman Bradford (Oxford Street) Bridge Concrete Repairs

Moved by: J. Helmer
Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated September 21, 2021, related to increasing the existing contract for Phase 7 West London Dyke project:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out added works for Phase 7 of the West London Dyke reconstruction by increasing the City's cost share by \$176,526.62, including contingency, excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work. (2021-T04)

Motion Passed

2.3 Sewage Overflows and Bypasses Into the Thames River - Sanitary Cross Connections

Moved by: J. Helmer
Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated September 21, 2021 related to Sewage Overflows and Bypasses into the Thames River – Sanitary Cross Connections, BE RECEIVED for information. (2021-E03/E05)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Turner

Seconded by: M. Cassidy

That the Civic Works Committee Deferred Matters List as at September 13, 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 12:36 PM.

Planning and Environment Committee

Report

13th Meeting of the Planning and Environment Committee
September 20, 2021

PRESENT: Councillors P. Squire (Chair), S. Lewis, S. Lehman, A. Hopkins

ABSENT: S. Hillier, Mayor E. Holder

ALSO PRESENT: ABSENT: Mayor E. Holder
PRESENT: H. Lysynski and J.W. Taylor

REMOTE ATTENDANCE: Councillors M. Cassidy, P. van Meerbergen, S. Turner and M. van Holst; I. Abushehada, J. Adema, G. Barrett, M. Clark, M. Corby, G. Dales, I. de Ceuster, M. Feldberg, M. Greguol, P. Kokkoros, G. Kotsifas, P. Masse, C. Maton, H. McNeely, L. McNiven, B. O'Hagan, B. Page, C. Parker, M. Pease, A. Riley, B. Somers, S. Tatavarti, M. Tomazincic, M. Vivian and B. Westlake-Power

The meeting was called to order at 4:00 PM, with Councillor P. Squire in the Chair, Councillors S. Lehman and S. Lewis present and all other Members participating by remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor P. Squire disclosed a pecuniary interest in clause 3.3 of this Report, having to do with the property located at 755-785 Wonderland Road South (Westmount Mall), by indicating that his law office is a tenant in the Mall.

2. Consent

Moved by: S. Lewis

Seconded by: S. Lehman

That Items 2.1 and 2.2, inclusive, BE APPROVED.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

2.1 7th Report of the Advisory Committee on the Environment

Moved by: S. Lewis

Seconded by: S. Lehman

That it be noted that the 7th Report of the Advisory Committee on the Environment, from its meeting held on September 1, 2021, BE RECEIVED for information.

Motion Passed

2.2 3700 Colonel Talbot Road (H-9387)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by W-3 Lambeth Farms Inc., relating to the property located at 3700 Colonel Talbot Road, the proposed by-law appended to the staff report dated September 20, 2021 BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM Holding Residential Special Provision R1 (h*h-100*R1-3(23)), Holding Residential Special Provision R1 (h*h-84*h-100*R1-3(23)), Holding Residential Special Provision R1 (h*h-100*R1-4(36)), Holding Residential Special Provision R2 (h*h-100*R2-1(17)), Holding Residential Special Provision R4 (h*h-100*R4-6(12)), Holding Residential Special Provision R6 (h*h-100*R6-5(62)), Holding Residential Special Provision R8 (h*h-100*R8-4(49)), Holding Residential Special Provision R8 (h*h-100*R8-4(50)), Holding Residential Special Provision R8 (h*h-100*R8-4(51)), Holding Convenience Commercial Special Provision 6 (h*h-100*CC6(11)), Holding Convenience Commercial Special Provision 6 (h*h-100*CC6(12)), Holding Neighbourhood Facility Special Provision 1 (h*h-100*NF1(17)), and Open Space 1 (OS1) Zones TO Residential Special Provision R1 (R1-3(23)), Holding Residential Special Provision R1 (h-84*R1-3(23)), Residential Special Provision R1 (R1-4(36)), Residential Special Provision R2 (R2-1(17)), Residential Special Provision R4 (R4-6(12)), Residential Special Provision R6 (R6-5(62)), Residential Special Provision R8 (R8-4(49)), Residential Special Provision R8 (R8-4(50)), Residential Special Provision R8 (R8-4(51)), Convenience Commercial Special Provision 6 (CC6(11)), Convenience Commercial Special Provision 6 (CC6(12)), Neighbourhood Facility Special Provision 1 (NF1(17)), and Open Space 1 (OS1) Zones to remove the h and h-100 holding provisions.

Motion Passed

3. Scheduled Items

3.1 Demolition Request on Heritage Listed Property - 900 King Street

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, with respect to the demolition request for the Anne Eadie Park Stage on the heritage listed property at 900 King Street, the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the Anne Eadie Park Stage on the property; it being noted that the property located at 900 King Street should remain on the Register of Cultural Heritage Resources as it is believed to be of cultural heritage value or interest; it being further noted that clause 4.2 of the 9th Report of the London Advisory Committee on Heritage with respect to this matter, was approved.

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

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Additional Votes:

Moved by: S. Lehman

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to close the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

3.2 1154 Sunningdale Road East (Z-9368)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning & Development, with respect to the application by Mary Dann, relating to the property located at 1154 Sunningdale Road East, the proposed by-law appended to the staff report dated September 20, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan), BY AMENDING the Urban Reserve Special Provision (UR1(1)) Zone to add an additional permitted use;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation; and,
- the recommended amendment facilitates intensification of a site within the Built-Area Boundary.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

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 A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

3.3 755-785 Wonderland Road South (Westmount Mall) (Z-9356)

Moved by: S. Lewis

Seconded by: S. Lehman

That the application by McCOR Management Inc., relating to the property located at 755-785 Wonderland Road South (Westmount Mall) BE REFERRED back to the Civic Administration for further consultation with the applicant with respect to the permitted uses in the zone and how the applicant's request may be accommodated and to report back to a future public participation meeting of the Planning and Environment Committee;

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

- the staff presentation;
- a communication dated September 16, 2021, from P. Lombardi, Partner, Siskinds The Law Firm;
- a communication dated September 16, 2021, from S. Allen, Partner, MHBC Planning;
- a communication dated September 16, 2021, from B. Maly, Executive Director, Downtown London and A. McClenaghan, Chair, London Downtown Business Association;

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: (3): S. Lewis, S. Lehman, and A. Hopkins

Absent: (3): P. Squire, S. Hillier, and E. Holder

Motion Passed (3 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

Yeas: (3): S. Lewis, S. Lehman, and A. Hopkins

Absent: (3): P. Squire, S. Hillier, and E. Holder

Motion Passed (3 to 0)

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

Motion to close the public participation meeting.

Yeas: (3): S. Lewis, S. Lehman, and A. Hopkins

Absent: (3): P. Squire, S. Hillier, and E. Holder

Motion Passed (3 to 0)

3.4 250-272 Springbank Drive (OZ-9310)

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

That, on the recommendation of the Director, Planning and Development the following actions be taken with respect to the application of 2355440 Ontario Inc., relating to the property located at 250-272 Springbank Drive:

a) the proposed by-law appended to the staff report dated September 20, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend the 1989 Official Plan to AMEND a policy to Section 3.5 – Policies for Specific Residential Area West Coves that would modify the height from 14-storeys to 15-storeys on the subject lands located at 250-272 Springbank Drive;

b) the proposed by-law appended to the staff report dated September 20, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend The London Plan to create a special policy area in the Urban Corridor Place Type at 250-272 Springbank Drive to add a site specific policy to align with the Specific Residential Policy in the 1989 Official Plan, and by ADDING the subject lands to Map 7 – Specific Policies Areas – of The London Plan;

c) the proposed attached, revised, by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in parts a) and b) above), to change the zoning of the subject property FROM a holding Residential R9 Bonus/Office Residential Special Provision (h.R9-7.H42.B-49/OR4(2)) Zone and an Open Space (OS4) Zone TO a holding Residential R9 Bonus (h.R9-7.H42.*B-) Zone and an Open Space (OS4) Zone;

it being noted that the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high quality residential development, with a maximum height of 15-storeys (51 metres), 260 dwelling units and a maximum density of 306 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated September 20, 2021 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

1. Exceptional Building Design

the building design shown in the various illustrations contained in Schedule "1" of the amending by-law is being bonused for features which serve to support the City's objectives of promoting a high standard of design:

- enhanced building and site design features and a setback podium creating a pedestrian area linked to the public sidewalk;
- buildings oriented to Springbank Drive;
- energy efficient built form;
- garden suites adjacent to Springbank Drive with sidewalk access
- architectural design features on the towers that will enhance the skyline and break up the building mass;
- the inclusion of building step backs with a variety of building materials and building articulation to break up the massing of the building; and,
- purpose-designed amenity space on top of the parking structure.

2. Construction of 2 levels of underground parking;

3. Dedication of the Open Space Lands as a public link and to complement the adjacent Environmentally Sensitive Area along with the removal of the existing asphalt parking lot and substituting it with landscaping;

4. Provision of Affordable Housing consisting of:

- a total of 28 units (14 one-bedroom units and 14 two-bedroom units) allocated towards the purpose of affordable housing;
- a period of affordability for all identified affordable units be set at 50 years;
- that rent for the identified affordable units be set at 85% of Average Market Rents (as determined by CMHC) for the London Census Metropolitan Area (CMA) for the calendar year of 2021 as established for one-bedroom and two-bedroom units;
- the identified units will be mixed throughout and not otherwise identifiable within the building;
- rents for the units shall be inclusive of heat and water and shall only be increased once per 12-month period;
- that the identified affordable housing units be aligned with municipal priorities through a required Tenant Placement Agreement with the City of London; and
- all conditions be secured through an agreement registered on title with associated compliance requirements and remedies.

it being noted that the following Site Plan matters have been raised through the application review process to be addressed through the Site Plan Approval process:

- i) the final building design will consider incorporating bird-friendly design features; including, but not limited to, motion actuated lighting and window treatments up to the fourth floor of the proposed building;
- ii) incorporate an urban treatment between the built form and the City sidewalk. This can be achieved by landscaped tiered planters and staircases where changes in grades exist along the street. This should also include forms of public art along this street frontage, recognising the significant bonus zone that has been provided;
- iii) avoid dark tinted vision glass in favour of clear vision glass to animate the street.
- iv) enhanced provision of boundary fencing along boundaries that not only exceed the standards of the Site Plan Control By-law but also has

screening/privacy qualities;

- v) ensure an access from Springbank Drive along the Thames Valley Corridor to the lands to the south be considered; and,
- vi) address the existing sanitary capacity issues. The Brookdale pumping station needs to be upgraded to accommodate the proposed density of this development;

it being noted 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 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 amendments meet the intent of the OMB Order to permit the development of a two tower residential development;
- the recommended amendments to modify the form of the development are considered appropriate and are consistent with the development framework currently approved;
- 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 the in-force policies of The London Plan, including but not limited to the Urban Corridor 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 Multi-family, High Density Residential and Open Space designations;
- the recommended amendment facilitates the development of an underutilized site at an important location in the Built Area Boundary and Primary Transit Area; and,
- the recommended amendment facilitates the development of affordable housing units that will help in addressing the growing need for affordable housing in London. The recommended amendment is in alignment with the Housing Stability Action Plan 2019-2024 and Strategic Area of Focus 2: Create More Housing Stock.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

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

Motion to close the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

3.5 Argyle Core Area Community Improvement Plan (O-9299)

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

That, on the recommendation of the Director, Planning and Development and Interim Director, Economic Services and Supports, the following actions BE TAKEN with respect to the Argyle Core Area Community Improvement Plan (CIP):

a) the proposed by-law appended to the staff report dated September 20, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend the 1989 Official Plan to designate the Argyle Core Area Community Improvement Plan Project Area pursuant to Section 28 of the *Planning Act, R.S.O. 1990, c. P.13* and as provided for under Section 14.2.2 of the 1989 Official Plan;

b) the proposed by-law appended to the staff report dated September 20, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to adopt the Argyle Core Area Community Improvement Plan;

c) the proposed by-law amendment appended to the staff report dated September 20, 2021 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend the 1989 Official Plan by adding Section 14.2.2 ii) Dundas Street Corridor and Argyle Mall Area to the list of commercial areas eligible for community improvement under Section 14.2.2 ii), and adding the Dundas Street Corridor and Argyle Mall Area to Figure 14-1 to recognize the commercial areas eligible for community improvement;

d) the proposed by-law appended to the staff report dated September 20, 2021 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to establish eligibility for financial incentive programs in the Argyle Core Area Community Improvement Project Area; and,

e) the proposed by-law appended to the staff report dated September 20, 2021 as Appendix "E" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend the Official Plan, 2016, The London Plan Map 8 – Community Improvement Project Areas by ADDING the Argyle Core Area Community Improvement Project Area;

it being noted that funding for existing CIP incentive programs will expire no later than December 31, 2023, pending a Municipal Council review of the program results to be provided prior to the adoption of the 2024- 2027 Multi-Year Budget, therefore Staff is recommending that funding for any potential incentive programs or other financial requirements in the Argyle CIP be considered through the comprehensive review of funding levels for all CIPs prior to the next (2024-2027) Multi-Year Budget;

it being noted that the Planning and Environment Committee received and reviewed the staff presentation with respect to these matters;

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

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

- based on the policy analysis demonstrated in this report, the Argyle Regeneration Study Recommendations and the community engagement over the past two years, community improvement in the Argyle Core Area is desirable because of age, dilapidation, unsuitability of buildings, deficiencies in infrastructure, as well as other environmental, social and community economic development reasons consistent with the *Planning Act*;
- the Argyle Core Area Community Improvement Plan combines the community's vision for improvement with issues identified by staff into one comprehensive plan. Staff recommends that the Argyle Core Area Community Improvement Plan be adopted including the financial incentive guidelines, all pursuant to Section 28 of the *Planning Act*, Chapter 14 of the 1989 Official Plan and Our Tools Section of The London Plan.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Additional Votes:

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to close the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

3.6 1150 Fanshawe Park Road East - Public Site Plan Meeting (SPA21-050)

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application of Stackhouse Developments (London) Inc., relating to the property located at 1150 Fanshawe Park Road East:

a) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the Site Plan Approval application to facilitate the construction of the proposed residential development relating to the property located at 1150 Fanshawe Park Road East:

- i) lack of privacy with the apartments facing the backyards of the residences on Howlett Circle;
- ii) concern for the wildlife in the forested area of the subject property;
- iii) concern for the possible removal of mature Spruce trees, specifically trees 17 to 21, inclusive;
- iv) concern with the lighting from the proposed apartment building shining on neighbouring properties;
- v) concern with the storage of the garbage;

it being noted that the applicant addressed the concerns relating to the trees, lighting and garbage storage;

b) the Approval Authority BE ADVISED that the Municipal Council supports the Site Plan Application for the subject property;

it being noted that the Planning and Environment Committee reviewed and received the staff presentation with respect to these matters;

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

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

4. Items for Direction

4.1 9th Report of the London Advisory Committee on Heritage

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

That the 9th Report of the London Advisory Committee on Heritage, from its meeting held on September 8, 2021, BE RECIEVED for information.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential

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

That the Planning and Environment Committee convene, In Closed Session, in order to consider the following:

6.1. Personal Matters / Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List.

6.2. Personal Matters / Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List.

6.3. Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

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

Motion Passed

The Planning and Environment Committee convenes, In Closed Session, from 6:36 PM to 6:38 PM.

7. Adjournment

The meeting adjourned at 6:40 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – 1154 Sunningdale Road East (Z-9368)

- Councillor Squire: There is no staff presentation on this particular matter. Are there any public submissions? Alright. Mr. Gubbels? I did see him some time on the screen I think. Mr. Gubbels are you there?
- Anthony Gubbels, LDS Consultants: I am Mr. Chairman.
- Councillor Squire: Thank you very much. You have five minutes to make a presentation and you can start any time you are ready.
- Anthony Gubbels, LDS Consultants: Five minutes is more than enough time. I'll keep it very brief and that is that the applicant supports staff's recommendation for approval and that would be the extent of my presentation.
- Councillor Squire: That is my kind of presentation Mr. Gubbels. Thank you very much.
- Anthony Gubbels, LDS Consultants: You are most welcome Mr. Chairman.
- Councillor Squire: Do any members of the public wish to speak? Ms. Dann? Ms. Dann are you here?
- Barb Westlake-Power, Deputy City Clerk: Mr. Chair I don't have that person in the Zoom room. We do have one unidentified person in the waiting room that I will bring in and we'll see if that's who we're looking for Item 3.2.
- Councillor Squire: Great. Thank you.
- Anthony Gubbels, LDS Consultants: That would be the applicant.
- Councillor Squire: I am sorry, you were the unidentified person?
- Anthony Gubbels, LDS Consultants: No. This is Anthony Gubbels. I was the agent; the applicant was attending but I don't believe she had to say anything.
- Councillor Squire: Okay. We'll find out. Is that the person's name that was mentioned?
- Anthony Gubbels, LDS Consultants: Elise Dann, yes.
- Councillor Squire: Ok. Fair enough. She is not speaking?
- Anthony Gubbels, LDS Consultants: No she is not.
- Councillor Squire: Okay. Great. That looks like that is the extent of the public participation. I'll just need a motion to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – 755-785 Wonderland Road South (Westmount Mall) (Z-9356)

- Councillor Hopkins: With that I would like to go to staff for a presentation. Thank you Mr. Parker. Any technical questions from Committee Members? I hear none so I will go to the applicant if the applicant is there. Please come forward.
- Casey Kulchycki, Zelinka Priamo Ltd: Thank you Madam Chair. My name is Casey Kulchycki. I'm a Senior Planner with Zelinka Priamo Ltd. As you alluded to at the top of the item we did file a letter on Friday to Planning Committee Members requesting a deferral for this item tonight. We've reviewed the staff report and we believe that given the content of the staff report there's some material in there that warrants further analysis and further discussion with staff before we make a final determination on the application at hand. I won't go through the contents of my letter, they speak for themselves but just given the presentation tonight and that report, we think that there's some basis for further discussions with staff on how they see this property developing moving forward given its current high vacancy rate and just the sheer size of the property itself providing an opportunity for additional development opportunities. We would like to have those discussions with staff before a final decision is made on the application at hand. I'm available to answer any questions though, if any Committee Members have any. Thank you.
- Councillor Hopkins: Thank you for that. Is there anyone else from the public that would like to make a comment? I hear none, I see none and I'll ask one more time. Any other comments from the public are welcome.
- Lou Corneli: Hi. This is Lou Corneli, representing the owner. I've heard the comments made by staff and obviously as a person whose life work is positioning and fixing defunct properties I find some of the comparators offered by staff are not exactly accurate for this particular asset but I would look forward to, with, as Casey said, to have further discussions and maybe explain some of the compared properties given the development how they compare to this asset. Our view is only to try and bring this property back to a tax base and also a real community use service for the Southwestern part of London which is becoming more and more a little community. The trends, you know, I watch, my job we have over two hundred properties across Canada, we manage for clients and I can talk about trends, I can talk about office trends and how they are in urban downtowns. Downtowns have to reinvent themselves and I've seen this phenomenon of vacancy and transitioning of offices across the country and I think there is more than just a policy change, some people don't just come to, they want an office to come downtown or any services. I think it's a deeper and more understanding policy that needs to be thought of and I hope that we get the chance to have the discussion further with our Planners, with the City to find a solution because we think that, our game is not to go after downtown, it wasn't our game and we haven't taken that tactic. We feel that this is a different type of use, we're seeing different trends for call centers to move out of urban areas because of parking, transition, transport and staff and this is kind of a option because we know, guys, look at the market, are leaving London because of these situations. Our thought is instead of people not coming to London, if can offer this service, we can keep it in London, keep the jobs in London and support the economy in London.
- Councillor Hopkins: Thank you Mr Corneli. I'll ask one last time, is there anyone else that would like to make a comment? Please do so. I'd like to go to the Committee Members to close the public participation meeting.

Appendix C Zoning By-law Amendment

Bill No. (number to be inserted by Clerk's Office)
2021

By-law No. Z.-1-21 _____

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 250-
272 Springbank Drive

WHEREAS 2355440 Ontario Inc. has applied to rezone an area of land located at 250-272 Springbank Drive, as shown on the map attached to this by-law, as set out below;

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

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 250-272 Springbank Drive, as shown on the attached map comprising part of Key Map No. A107, from a holding Residential R9 Bonus/Office Residential Special Provision (h.R9-7.H42.B-49/OR4(2)) Zone and an Open Space (OS4) Zone, to a holding Residential R9 Bonus (h.R9-7.H42*B-) Zone and an Open Space (OS4) 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:

4.3) B-__ 250-272 Springbank Drive

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a two tower residential development, with a maximum height of 15-storeys and a maximum density of 306 units per hectare, which substantively implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law, in return for the following facilities, services and matters:

1. Exceptional Building Design

The building design shown in the various illustrations contained in Schedule "1" of the amending by-law is being bonused for features which serve to support the City's objectives of promoting a high standard of design.

- Enhanced building and site design features and a setback podium creating a pedestrian area linked to the public sidewalk;
- Buildings oriented to Springbank Drive;
- Energy efficient built form;
- Garden suites adjacent to Springbank Drive with sidewalk access
- Architectural design features on the towers that will enhance the skyline and break up the building mass;
- The inclusion of building step backs with a variety of building materials and building articulation to break up the massing of the building;
- Purpose-designed amenity space on top of the parking structure.

2. Construction of 2 levels of underground parking;
3. Dedication of the Open Space Lands as a public link and to complement the adjacent Environmentally Sensitive Area along with the removal of the existing asphalt parking lot and substituting it with landscaping;
4. Provision of Affordable Housing consisting of:
 - A total of 28 units (14 one-bedroom units and 14 two-bedroom units) allocated towards the purpose of affordable housing;
 - A period of affordability for all identified affordable units be set at 50 years;
 - That rent for the identified affordable units be set at 85% of Average Market Rents (as determined by CMHC) for the London Census Metropolitan Area (CMA) for the calendar year of 2021 as established for one-bedroom and two-bedroom units;
 - The identified units will be mixed throughout and not otherwise identifiable within the building;
 - Rents for the units shall be inclusive of heat and water and shall only be increased once per 12-month period;
 - That the identified affordable housing units be aligned with municipal priorities through a required Tenant Placement Agreement with the City of London; and
 - All conditions be secured through an agreement registered on title with associated compliance requirements and remedies.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

a) Permitted Uses

- i) Apartment buildings

b) Regulations

i)	Height (Maximum)	51.0 metres
ii)	Density (Maximum)	306 units per hectare
iii)	Front Yard Setback (Minimum)	4.0 metres
iv)	East Side Yard Setback (Minimum)	0.0 metres from the OS4 Zone
v)	West Side Yard Setback (Minimum)	24.0 metres
vi)	Rear Yard Setback (Minimum)	30.0 metres
vii)	Lot Coverage (Minimum)	29%

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

This By-law shall come into force and be deemed to come into force in accordance with

Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

PUBLIC PARTICIPATION MEETING COMMENTS

3.4 PUBLIC PARTICIPATION MEETING – 250-272 Springbank Drive (OZ-9310)

- Councillor Squire: Could I have a staff presentation please? Thank you. Is the applicant in attendance? Is someone from the applicant online or in attendance?
- Barb Westlake-Power, Deputy City Clerk: Mr. Chair, Mr. Knutson is in attendance at this meeting.
- Councillor Squire: Alright. I wanted him to speak now and then we would have technical questions but I'm not going to wait. Any technical questions for staff? Councillor Hopkins.
- Councillor Hopkins: Thank you Mr. Chair. Just a quick one, I understand there's underground parking, two levels, but I'm just trying to get a sense of how many parking spaces?
- Councillor Squire: Go ahead staff.
- Ric Knutson, Knutson Development Consultants Inc.: Through you Mr. Chairman I'm now unmuted.
- Councillor Squire: No. We're asking staff a question sir.
- Ric Knutson, Knutson Development Consultants Inc.: Thank you.
- Alanna Riley, Senior Planner: Through you Mr. Chair I actually missed that question. Sorry.
- Councillor Squire: Could you repeat it Councillor?
- Councillor Hopkins: Yes. I understand there's underground parking and I just wanted to confirm how many parking spaces are in this application.
- Alanna Riley, Senior Planner: Through you Mr. Chair if you give me about twenty seconds I can find that information.
- Councillor Squire: Twenty seconds.
- R. Knutson, Knutson Development Consultants Inc.: If I can be of assistance Mr. Chair.
- Alanna Riley, Senior Planner: Through you Mr. Chair, sorry, through you Mr. Chair.
- Councillor Squire: Yes.
- Alanna Riley, Senior Planner: The site plan indicates there are 211.
- Councillor Squire: Thank you. Anything further Councillor? Any other technical questions? Alright we'll hear from the applicant now. Go ahead sir.
- Ric Knutson, Knutson Development Consultants Inc.: Thank you Mr. Chairman. We're very pleased with the staff report. I would be remiss if I didn't, through you, thank staff for an exercise that we started last Fall with Alanna, Michael Tomazincic, Jerzy and Brian Turcotte with the London Housing Authority.

Together, I believe, we brought a better plan before you than what had been approved by the Board and just a couple of quick notes. There's a best efforts towards the LEEDS; we were advised the LEEDS certification would delay the project in construction by at least two years and maybe three because of that process. There's never been an apartment building done to LEEDS certified standard in London prior. Also, the green roof was a component of the commercial podium which has been eliminated. There is an amenity space where that podium would have been which is between the two towers and behind the two storey residential apartments facing Springbank. I don't have a lot to tell you, there's been a long history on this and staff, as I say, have done yeoman work to bring this before you. On that I would be happy to answer any questions that the Committee has and also that any of the public might have. Thank you.

- Councillor Squire: Thank you. Any technical questions for the applicant from Committee? There being none we will then go to the public.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, Stefanie Pereira.
- Councillor Squire: Ms Pereira?
- Stefanie Pereira: Hello.
- Councillor Squire: You have five minutes whenever you want to start. If you would like to give us your address you can.
- Stefanie Pereira: Okay. I'm at 80 Springbank Drive, down the road. As a resident against this proposal and the zoning amendments and the waiving of the LEEDS certification I worry about the enjoyment of the Coves since I feel like these buildings are going to be seen no matter where you are walking in the Coves. I also worry about the unique wildlife and vegetation in the Coves and how it is going to change the overall community. I have read transcripts the Council had proposed a smaller mid to low-rise building which I feel is much more appropriate for this area. With that said, I do have two kind of specific points. I know that the building is going to obviously increase the density of the people in the area, there's going to be more garbage, more foot traffic, much of which will be in the Coves, in those trails. Has there been anything done to specifically assess the impact on the Coves? I know that the Thames Valley Conservation Authority was, I don't know, at a meeting or they didn't have objections but I don't really know what that means like has anyone actually been consulted that knows about the wildlife in this Environmentally Significant Area and what the impact will be on and then my other question is that yes, it's in a multi-family high density residential zone but there is still certain criteria in that zone. The Ontario Board previously found no impact to the character in the surrounding area and just as a resident, I disagree with that. I don't think it does fit the single-family homes and the small businesses so my second question is how, like what is the rationale of how this possibly matches the scale and character in the adjacent area? I'm done.
- Councillor Squire: Thank you.
- Stefanie Pereira: Thanks. Sorry about my dog.
- Councillor Squire: That's okay. We've heard a lot of them since we've been in Covid. They like to show up at meetings. Thank you. Next.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, Skylar Franke.
- Councillor Squire: Go ahead. You have five minutes.

- Skylar Franke: Lovely. Thank you. Hi everybody. My name is Skylar Franke. I live at 99 Springbank Drive and I'm a resident in the Coves neighbourhood and I just want to say thanks for the opportunity to share our feedback about this proposed development. I wanted to start off by saying I truly appreciate and applaud the inclusion of the twenty-eight affordable housing units in the development as London desperately needs more affordable housing units across the city in all neighbourhoods and I am so pleased to see this included. As well, this development is on a bus route and close to downtown so I think it's a really great location for high density because folks who live there ideally won't need to be as reliant on cars to get around since they have some other options. I also appreciate that the developer will endeavour to build to LEED standards and I do have a question here as I would love to know what level of LEED. I do understand that LEED certification is expensive and has lots of delays but I do know that there's various items that can be included so I just am wondering to what level such as will local sourcing be included or sustainable materials or how energy efficient is the building going to be and how will the waste generated on site be recycled so if there's any way for the developer to be able to outline what LEED standard they are seeking, despite not actually getting certification, I would really love that information. I also wanted to echo the thoughts of Councillor Turner in earlier discussions, that would be really great to see bird friendly features included in the site plan since the development is adjacent to an ESA and it's on a bird flight path, in fact, they actually call it a bird highway. I know that living beside the Coves I see bald eagles and great blue herons fly daily from the Coves to the River and back to do their fishing and I'd really hate to think of those majestic birds colliding with this building since it's so close to the ESA and I do know there's lots of ways that buildings can be improved – motion sensor lights directed at the ground and window treatments with dots or lines up until the fourth storey would all help prevent birds from colliding into these windows. Also, just because it is beside an ESA, I would really love to see native plants prioritized. I'd hate to think of invasive species brought in and creeping in to the Coves and where ever possible in the landscaping I would love to know if the developer is planning to use native species – maples, oaks, tulip trees are all beautiful and provide great habitat for the area. Just to round out my comments, I do want to say while I love high density and infill developments and I do really, really want this density in my backyard, I do think that this is a too large development for the location although I totally understand that it has already been pre-approved for fifty-one meters but I just wanted to put it out there, mid-rise probably would have been slightly better for the location because I am worried the fifteen storey building is going to overshadow the ESA and it's going to be visible from anywhere where you are walking, which I regularly walk through the ESA but I understand that's moving forward and I've made my peace with it but just to round out thanks for including the affordable housing as well as the LEED development options and please consider the bird friendly practices and thank you for your time.
- Councillor Squire: Thank you very much.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, Brendon Samuels.
- Councillor Squire: Mr. Samuels.
- Brendon Samuels: Hello. Thank you for this opportunity to share my feedback on the proposed development. I'm the Coordinator for London's Bird Team, I'm also a frequent visitor to the Coves Environmentally Significant Area. In general I support this project but I echo Skylar Franke's concerns. I would like to see more information included in the site plan about what specifically the developer will be including to achieve LEED standard but my main reason for being here is I would like to take a moment to speak about the bird friendly features that have been discussed for inclusion in the site plan. In 2019 and then again in 2020, this

Committee expressed support for updates to the Site Plan By-law to require the use of bird friendly glass materials in all new site plans; however, for reasons that are unclear to me, the City of London still does not require bird friendly glass materials to be used in building construction for new site plans. As a result new development continues to use large amounts of reflective, untreated window glass that poses an imminent risk of harm to natural heritage. The City's Environmental and Ecological Planning Advisory Committee continues to recommend the use of bird friendly materials in new site plans. We are discussing the construction of a large residential building featuring many large windows immediately adjacent to an Environmentally Significant Area, more specifically, the building will be erected between the Coves ESA and the Thames River to the North and will thus contribute to further fragmentation of habitat for birds and other wildlife. As birds move between the ESA and the River they will be put at risk of colliding with untreated window glass that they mistake for open space or extensions of their habitat. The solution for this is straight forward – all window glass on the building should have their exterior surfaces treated with visual markers spaced two inches apart up to the fourth storey. The City should refer to the City of Toronto 2007 Bird Friendly By-law or look to the Canadian Standards Association Bird Friendly Building Design Standards for 2019. In addition, I would recommend the use of occupancy sensors for outdoor lighting fixtures to minimize the light trespassing to the ESA. Thank you for your consideration of this request.

- Councillor Squire: Thank you very much. Next.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, Tom McClenaghan is in the Committee Room.
- Councillor Squire: Alright. Mr. McClenaghan. Sir, whenever you are ready, you have five minutes.
- Tom McClenaghan: Okay. A number of the points that I have already been made and I'm not going to repeat them. One of the things that I think is extremely important that this particular structure, this project is bordered on two sides by the Coves Environmentally Significant Area and I guess the question that I would be asking if I were on this Committee, would be in what way does this project enhance the Coves Environmentally Significant Area. The City and citizens have already invested a considerable amount of money into land acquisition and trail building to date. I have a suspicion that there will be much more invested as well so the City is, I think, has acknowledged that (1) the Coves is a very significant asset for the city and most people who live in that area would agree. I want to make one other point and that those of you who know your history know that every history of London begins on March 2, 1793 with the arrival of the Governor at the Coves where a large peninsula has just been cut off from the River. The missing piece of information that often occurs is the fact that he was joined by Joseph Frank and that night at the campfire, it would have been interesting to know what they talked about and some of you are probably aware that the decision was made that the new capital of Upper Canada would be at the Forks of the Thames. That didn't occur but I think that this is an extremely important place of peace and in the history of this city and at this particular point in time, the Coves is very much intact from what it would have been like in 1793 so to some degree, we're sort of erasing or rubbing away at what our history and not very many cities, I don't think, can identify their beginning in the dramatic way that London could. These things need to be preserved particularly the tree line for the meander or the, I think the word is geomorphological feature. That's all I have to say for the moment. Thank you.
- Councillor Squire: Thank you. Next speaker?

- Heather Lysynski, Committee Clerk: Tyson Whitehead also in the Committee Room.
- Councillor Squire: Mr. Whitehead. Whenever you are ready sir, go ahead.
- Tyson Whitehead: See attached presentation.
- Councillor Squire: You have one minute remaining. You just hit five minutes. I will give you ten more seconds sir if you could try to wrap up. Thank you. Thank you very much. Appreciate it. Next speaker.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, that is everyone that has pre-registered; however I don't know if there is anyone else in the Committee Room.
- Councillor Squire: We'll just check and see if there's anyone in the Committee Room. Nope there isn't. Alright so it appears that wished to speak has spoken. I just need a motion to close the public participation meeting.

Comments on Proposal OZ-9310

Brenda Palmer

Tyson Whitehead

The decisions City Council makes will conform with The London Plan ... Being open and transparent in its decision making will allow all Londoners to see that the values, vision, and priorities of the Plan are being adhered to in every decision City Council makes. [London Plan 52]

The Situation

We are the couple who own and live at 185 Forest Hill Avenue. This process has been a significant learning experience for us. Our initial feedback on this proposal, as can be found in the city's planning report, was essentially that the buildings looked nice. Since learning more about this history, the process, and how this may impact us, our concerns have grown.

Our understanding of what is happening is that Rand Developments no longer wishes to build according to the zoning that was granted to them in Ontario Municipal Board (OMB) hearings PL140423 and PL160951. Instead, they are seeking new zoning and official plan provisions under which to build. Specifically, they wish to remove the bonusing requirements for a commercial podium, associated green roof, and Leadership in Energy and Environmental Design (LEED) certification. They would also like an increase in lot coverage from 28% to 29% and to add another story (without an increase in height). The city planners recommend accepting this in exchange for an affordable housing provision.

An Alternate Compromise

In the frenzy of compromises, there is one glaring oversight: these concessions do not benefit the local community at all. The most significant local issue with this proposal has always been its size relative to the intensification level of the surrounding area. It fits neither the designation or zoning of the original 1989 Official Plan (as Rand Developments must have been entirely aware when they bought the land) nor the newer London Plan (the Urban Corridor type place has a maximum fully bonused height of 8 stories). [London Plan table 8]



Figure 1: Scale of proposed towers relative to surrounding intensity.

Further, the city has twice let the local community down with regard to the size of this development. First, when Rand Developments brought their initial 42m proposal forward, the city failed to adhere to the timelines

of the Planning Act. This resulted in the original OMB hearing that approved a fully bonused 42m zoning in principle (subject to site details being addressed, such as the orientation and facing of the buildings, the partial exposure of the parking lot, etc.). Second, the current 51m (an increase in height of 29ft) is not an artifact of the OMB. It is the outcome of the city coming to an agreement in private with Rand Developments that included a new height of 51m, which the OMB then rubber stamped. It is inexplicable why this was granted as the OMB had ordered the original site issues to be addressed at 42m, or how it was granted considering the OMB had already bonused two stories to get the 42m figure.

We thus feel strongly that this proposal should be rejected and instead a more equitable trade-off should be sought that seeks to address the local sizing issues in addition to affordable housing. For example, instead of all just affordable housing, Rand Developments could agree to a combination of affordable housing and a return to 42m in exchange for the city removing the requirement for LEED certification, a commercial podium (which is not gone, but just repurposed to residential), and associated green roof. While the building is of exceptional design, much of this, if not all of it, stems from items the OMB had required addressing at 42m and that are also now part of the new Urban Corridor form policy. [London Plan 841]

Official Plan Issues

Our other issue with this stems from the manner in which the London Plan amendment is being proposed. As already mentioned, the designation of the site in the London Plan is Urban Corridor. This is consistent with the vision the city has always expressed for this area, but it does not fit with the current zoning. The mechanism the London Plan adopted to deal with High Density Residential (HDR) exception areas being carried forward from the 1989 official plan was the creation of the HDR Overlay place type. [London Plan 954-959]

This overlay and all the corresponding points in the London Plan are currently under appeal in Phase 1B of the London Plan LPAT case PL170100 (including whether an HDR overlay is the correct way to do this). Other large development corporations in London are present ensuring their interests are being looked after. Handling this Rand Developments HDR area as a site specific West Coves policy in the Urban Corridor place type is not consistent with this approach and likely in violates the London Plan dictum to not create Specific Policy Areas that set general precedents. [London Plan 1730-1731]

Personal Note

In addition to the traffic issues this building will likely create for the neighbourhood (its proposed entrance falls between the two exits of the U-shaped loop we live on), one of our primary concerns with this building is the shadowing. We are the second house in along Forest Hill Avenue and the online shadow calculator indicates that this building will place our house (and even more so our neighbours to the south) under shadow for multiple hours around noon in the months of November, December, and January. It will also rob the residents along the east side of The Coves of most of their evening sunshine during the summer. The situation, at least for us, is significantly improved under the original 42m height.

We are also concerned about the risk to blue herons, egrets, ospreys, and many other bird species that we see living in and around The Coves environmentally significant area. We strongly suspect that the shadow calculations, bird strike risks, etc. were not reconsidered when the city inexplicably upgraded the zoning from 42m to 51m (an increase of 21%) during the OMB process.

PUBLIC PARTICIPATION MEETING COMMENTS

3.5 PUBLIC PARTICIPATION MEETING – Argyle Core Area Community Improvement Plan (O-9299)

- Councillor Squire: Presentation Please. Thank you very much. Well under five minutes. Appreciate it. Any technical questions from the Committee? There being none we will move on to public comments.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, Jae Truesdell.
- Councillor Squire: Go ahead sir.
- Jae Truesdell, SmartCentres: Thank you Committee. Thank you. Thank you, Committee Members, for the opportunity to speak today. My name is Jae Truesdell and I'm the Director of Corporate Affairs for SmartCentres. We own and operate the Argyle Mall within the proposed Community Improvement Plan area, and we appreciate the opportunities to engage with staff on the CIP and want to acknowledge the forward-thinking that has gone into it. SmartCentres was founded on providing value-oriented retail for communities across Canada, and for the past five years we've begun intensifying our centres by adding residential, both condo and purpose-built rental, seniors housing, and self-storage to begin to build truly mixed-use communities. Presently, SmartCentres has applications or approvals for over seven thousand residential units across Ontario, ranging from townhomes in Cambridge to high rise luxury rentals in mid-town Toronto. We're very pleased to see that the strategies presented in this report will contribute to the community and help us all move forward towards a brighter future. I want to thank staff, again, and thank the Committee Members and, eventually, Council for looking at this in all seriousness and for including us in the conversation. Thank you very much.
- Councillor Squire: Thank you. Next speaker.
- Heather Lysynski, Committee Clerk: Through you, Mr. Chair, I believe there are people in the Committee Room.
- Councillor Squire: Alright. Members of the community in the Committee Room who wish to speak to the Argyle Core Area Plan? Yes? No? No. Alright. Are there any other speakers? No.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, no.
- Councillor Squire: Alright. We'll have to close the public participation meeting.

PUBLIC PARTICIPATION MEETING COMMENTS

3.6 PUBLIC PARTICIPATION MEETING – 1150 Fanshawe Park Road East – Public Site Plan Meeting (SPA21-050)

- Councillor Squire: Staff presentation please. Thank you. Any technical questions for staff? There being none is the applicant here?
- Barb Westlake-Power: Mr. Chair we've had some people drop off the Zoom so if you would like see if we have anybody in the Committee Rooms and I will let you know if someone else joins.
- Councillor Squire: Sure. That would be great. In the Committee Room anybody wish to comment on this development? Fanshawe Park Road East. Go ahead. You have five minutes.
- I am a resident at 1243 Howlett Circle and also the house owner so I would just speak for myself. I am strongly against the construction plan of 1150 Fanshawe Park Road East and mainly for two reasons. First, this is an apartment building and has a very high elevation and in the upper level of the apartment building it will have a very nice view of our backyards so essentially we have a great loss of privacy and our houses are under the supervision, under the seeing of all the residents of the apartment building and especially consider that our community of the Howlett Circle we have a lot of small kids and a lot of children are playing by the street and in the backyard every day so this building of the high apartment building is really concerning for us about our own privacy and also the security for our kids. This is my first main point why I am so very against the building of the apartment construction. Like alternative thing like building townhouse or single houses I think many of the residents will find it acceptable but building high apartment in a neighbourhood that has a lot of single houses with very young families, I don't think it is a very good decision and it won't be a good mixture of the community. Secondly, it is now a small forested area and it has a lot of bushes and trees and it is a natural habitat of a lot of small animals so I can spot groundhogs, deer, rabbits in my backyard so I am concerned that if we are erasing this bush area it will be a big disaster for the local animals and it will destroy the local balance for the small animals. I think from an environmental perspective, I am also strongly against the plan of building the apartment building.
- Councillor Squire: Thank you very much.
- Resident: Thank you.
- Councillor Squire: Is there anyone else in the Committee Room who wishes to speak? No. Now is there someone on the Zoom call who wishes to speak?
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, we do not have anyone at this time; however, I have been advised that the applicant is trying to get on.
- Councillor Squire: Alright. Why don't we wait a few moments for that. Anything yet? Okay. It's just a question of how long are we going to have to wait or do we have any idea? I guess not. Sure.
- Barb Westlake-Power: Mr. Chair, we do have somebody joining by phone. I'm going to apologize in advance for the pronunciation. Yudhbir Parmar.
- Councillor Squire: Okay. Are you on the line? Hello? Hello? Yes. Hello?

- Yudhbir Parmar: Yes, I can hear you sir.
- Councillor Squire: Okay. I can hear you too so you have got five minutes so if you'd like to go ahead and start any time you like.
- Yudhbir Parmar: Has anybody else spoken?
- Councillor Squire: Yes. Other people have spoken.
- Yudhbir Parmar: So I have missed the bus.
- Councillor Squire: You missed, you missed just one person I think. Go ahead.
- Yudhbir Parmar: I am a resident of 1253 Howlett Circle and the building which is coming up, it's entrance is going to be just opposite to my backyard and what I see is that all along from south to north there are the Northern Spruce trees. It's only in my area which is about forty feet that there is one berry tree. I'm just wondering because as per the old plan, these trees are to be cut. My worry is, my question is, are they retaining these Northern Spruces. Apparently, they have been numbered as, all the trees have been numbered. I'm more worried about the trees 17, 18, 19, 20 and 21, five of them because I went to, what information you have given us, maybe I am a layman but it doesn't provide me what's going to happen there. I was also thinking because it's only my area, about forty feet, which doesn't have any trees there and apparently the entrance of the building is going to be from the side so the lights will directly fall on my house. Sir, is it possible for you, even before all the construction starts, can they work on the plantation part of the, have some Spruce trees planted there?
- Councillor Squire: I will ask that question. Hello?
- Yudhbir Parmar: Yes.
- Councillor Squire: You are worried about trees 17, 18, 19, 20, 21 and the lights on your house and you are looking at Spruce trees to be planted.
- Yudhbir Parmar: Yes. Even before they do anything at least because mine is the barren area and the lights will fall very steep on my house.
- Councillor Squire: Okay. Is there anything else you wish to say?
- Yudhbir Parmar: One more thing is I am not sure what type their garbage collection site is going to be and unfortunately that's also going to be just opposite of my house just not even ten meters from my backyard. Is there any plan for them to cover it up or, I don't know, is there any solution for that?
- Councillor Squire: I will ask.
- Yudhbir Parmar: Thank you sir.
- Councillor Squire: Thank you. Anything else?
- Yudhbir Parmar: I think I am good, sir. Thank you for giving me an opportunity.
- Councillor Squire: You are more than welcome. Thanks for coming. Have a good evening.
- Yudhbir Parmar: Good evening sir.

- Councillor Squire: I saw some other people coming on the screen.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, I believe Yanyou Chen.
- Yanyou Chan: Yes. Do I get a chance to talk, to speak?
- Councillor Squire: Okay. Go ahead.
- Yanyou Chan: Should I turn my video on? I'm happy to do that.
- Councillor Squire: If you would like, it's up to you. You can speak, just speak or you can put your video on.
- Yanyou Chen: The host has stopped me from.
- Councillor Squire: There you are.
- Yanyou Chen: I am a resident at 1243 Howlett Circle which is, based on complaints, not by the construction but I do have very strong concern of the privacy. I would be much more comfortable if the new construction is for stand-alone houses or for like townhouses but this is an apartment for six storeys and if you check the neighbourhood, most of the neighbourhood houses are stand-alone houses. It means you are basically building a tower in the neighbourhood and like the six storey apartment is very close to the neighbourhood. I am just wondering because we are facing the backyard of most of the houses so how are you going to protect the privacy from, so people just staring out of their houses so they can see everything in the neighbourhood so my foremost concern would be the privacy given the distance. I would imagine there would be some instructions on how high the building can be if that makes sense. That's.
- Councillor Squire: I understand.
- Yanyou Chen: That's my first concern. I do also have some concerns about the environmental damage this might cause to the place because I would occasionally see all kinds of wild animals in the area that is designated to be an apartment. We are also not sure about is there going to be any environmental damage to the neighbourhood? I would say those would be the, two of my most important concerns and I already explained. I think the construction is just like building new stand-alone houses or townhouses like what the neighbourhood is already so I would be much more comfortable having that but given the neighbourhood there is no six storey apartment in the neighbourhood and I do not see any facility that can facilitate living or the large population of the apartment. I am pretty surprised by the plans for, to build a six storey apartment.
- Councillor Squire: Okay. Anything further?
- Yanyou Chen: I think that will be it and thank you very much.
- Councillor Squire: Thank you.
- Heather Lysynski, Committee Clerk: Through you Mr. Chair, we do have Michelle Doornbosch, the applicant, on the line.
- Councillor Squire: Okay. Go ahead.

- Michelle Dornbosch, Brock Development Group: Thank you Mr. Chair, Members of Council. I apologize for my technical issues. Thank you for giving me the time to jump onto this call this afternoon. I have had a chance to review the staff report, we've continued to work with staff on the site plan application. We have no issues with anything, any of the information provided by staff with regards to our application. With regards to fencing we are proposing fencing around the entire perimeter of the property along the north and west property lines. We want to ensure we have consistency with the fencing around the entire perimeter. The westerly trees are to remain, we have proposed those from the outset of this application, even prior to the rezoning application. Our long-term intent has always been to maintain the large established Spruce trees and we have incorporated them into the design and we've looked at them extensively and very closely with the Landscape Architect to ensure that any change to the design will ensure that those trees remain. That's the number one priority for us with regards to this application. Garbage collection, that is internal to the building, we do have a little bit of overflow in the parking lot but the primary garbage collection is inside the building and will be brought out on garbage collection day, that's typical of any multi-unit residential building. If there's any other questions I'd be happy to answer them. I think I might have missed some comments in between trying to log on here but if any of the public has additional comments or the Committee Members have any comments I'd be happy to answer them for you.
- Councillor Squire: Okay. There was one member of the public was asking about particular trees. Numbers 17, 18, 19, 20 and 21 and whether they were coming down.
- Michelle Doornbosch, Brock Development Group: Those are the large, through you Mr. Chair, those are the large Spruce trees.
- Councillor Squire: Yep.
- Michelle Doornbosch, Brock Development Group: They are intended to be retained. Yes.
- Councillor Squire: Alright. He was also concerned, I don't know if you heard him, about lights on his house. Would the Spruce trees help with that or is that a different issue?
- Michelle Doornbosch, Brock Development Group: That is part of the Spruce trees but the updated fencing will ensure that the trees together with the fencing will reduce any light issues into the backyards of those existing houses.
- Councillor Squire: Alright. He asked about the garbage collection. I think you addressed that. The outside area that has garbage, what is that, is it covered?
- Michelle Doornbosch, Brock Development Group: Those are earth bins so they are the deep well bins so it eliminates any smell issues and that's typically just for overflow. What we have found is holidays, things like that, Christmas, the garbage room, when there's extra garbage, tends to overflow so we have the outdoor collection for those particular occasions where we just don't have enough room in the building.
- Councillor Squire: Great. Thank you. Are there any other submissions? No. We'll have to close the public participation meeting.

Planning and Environment Committee

Report

14th Meeting of the Planning and Environment Committee
September 27, 2021

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

ABSENT: S. Hillier

ALSO PRESENT: PRESENT: Deputy Mayor J. Morgan; H. Lysynski and K. Van
Lammeren

REMOTE ATTENDANCE: Councillors J. Helmer, M. Cassidy
and S. Turner; G. Barrett, M. Clark, M. Corby, S. Corman, M.
Feldberg, P. Kokkoros, G. Kotsifas, L. Livingstone, H. McNeely,
L. Mottram, B. Page, M. Pease, Venetia R., B. Westlake-Power
and P. Yeoman

The meeting was called to order at 4:00 PM, with Councillor P.
Squire in the Chair, Councillors A. Hopkins, S. Lehman and S.
Lewis present and all other Members participating by remote
attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 995 Fanshawe Park Road West - Request for Extension of Draft Plan
Approval (39T-05512)

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

That, on the recommendation of the Director, Planning and Development,
based on the application by Landea Developments Inc., relating to the
property located at 995 Fanshawe Park Road West, the Approval
Authority BE REQUESTED to approve a three (3) year extension to Draft
Plan Approval for the residential plan of subdivision File No. 39T-05512,
SUBJECT TO the revised conditions contained in Schedule "A" 39T-
05512 of the staff report dated September 27, 2021. (2021-D09)

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

3. Scheduled Items

3.1 1235 Fanshawe Park Road West (39CD-21510)

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

That, on the recommendation of the Director, Planning and Development,
the following actions be taken with respect to the application by Tyler
Peers, on behalf of Calloway REIT (Fox Hollow) Inc., relating to the
property located at 1235 Fanshawe Park Road West:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 1235 Fanshawe Park Road West; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 1235 Fanshawe Park Road West; it being pointed out that the Planning and Environment Committee reviewed and received the following communications with respect to these matters:

- the staff presentation;
- a communication dated September 15, 2021, from M. and R. Circelli; and,
- a communication from L. Mills, Chairperson, Fox Hollow Senior Apartments Tenants' Association;

it being pointed out that at the public participation meeting associated with these matters, there were no public submissions regarding these matters. (2021-D09)

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Additional Votes:

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

3.2 1938 & 1964 Commissioners Road East (39T-19501/Z-9015)

Moved by: S. Lehman

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Sifton Properties Limited relating to the properties located at 1938 and 1964 Commissioners Road East:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision submitted by Sifton Properties Limited, relating to lands located at 1938 and 1964 Commissioners Road East;

b) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of subdivision as submitted by Sifton Properties Limited, prepared by Archibald, Gray & McKay Ltd. (Plan No. 8-L-5276), certified by Jason Wilband O.L.S., dated November 25, 2020, as red-line amended, which shows a total of 12 single detached residential lots, 5 single detached residential blocks, 4 medium density residential blocks, 2 future development blocks, 7 park blocks, 1 open space block, 6 open space buffer blocks, 1 road widening block, and 1 reserve block, served by 2 new streets, SUBJECT TO the conditions contained in Appendix 'A' appended to the staff report dated September 27, 2021;

c) the proposed by-law appended to the staff report dated September 27, 2021 as Appendix 'B' BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend The London Plan by adding a Specific Policy for the Neighbourhood Place Type and to add a portion of the subject lands to Map 7 – Specific Policy Areas, of The London Plan;

d) the proposed by-law appended to the staff report dated September 27, 2021 as Appendix 'C' BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend the 1989 Official Plan for a portion of lands located at 1938 & 1964 Commissioners Road East by changing the designation on Schedule A – Land Use FROM Low Density Residential TO Multi-family, Medium Density Residential; and,

e) the proposed by-law appended to the staff report dated September 27, 2021 as Appendix 'D' BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in Parts c) and d) above), to change the zoning of the subject lands FROM an Urban Reserve UR4, Open Space OS4, and holding Open Space (h-2•OS4) Zones TO a holding Residential R1 Special Provision (h•h-100•R1-3(16)) Zone, a holding Residential R1 Special Provision (h•h-100•R1-3(*)) Zone, a holding Residential R1 Special Provision (h•R1-4(28)) Zone, a holding Residential R1/R4 Special Provision (h•h-100•R1-3(16)/R4-3(*)) Zone, a holding Residential R5/R6 Special Provision (h•h-54•h-71•h-100•R5-6(8)/R6-5(31)) Zone, a holding Residential R5/R6/R8 Special Provision (h•h-100•R5-5()/R6-5()/R8-3()) Zone, a holding Business District Commercial/ Office/Residential R8 Special Provision (h•h-54•h-100•h-128•BDC2(5)/OF5/R8-4(17)) Zone, an Open Space OS1 Zone, an Open Space OS1 Special Provision (OS1(3)) Zone, an Open Space OS5 Zone, and an Urban Reserve UR4 Special Provision (UR4(7) Zone;

it being pointed out that the Planning and Environment Committee reviewed and received the staff presentation with respect to these matters;

it being pointed out that at the public participation meeting associated with these matters, there were no public submissions regarding these matters; it being further noted that the Municipal Council approves this application for the following reasons:

- the proposed draft plan of subdivision and zoning amendment is consistent with the Provincial Policy Statement (PPS), 2020, as it achieves objectives for efficient and resilient development and land use patterns. It represents development of low and medium density forms of housing, including single detached dwelling lots, townhouse and cluster forms of

housing, and low-rise apartment buildings taking place within the City's urban growth area and within an area for which an area plan has been approved to guide future community development. It also achieves objectives for promoting compact form, contributes to the neighbourhood mix of housing and densities that allow for the efficient use of land, infrastructure and public service facilities, supports the use of public transit, and increases community connectivity;

- the proposed draft plan of subdivision and zoning conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the proposed draft plan of subdivision and zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Low Density Residential, Multi-Family, Medium Density Residential, and Open Space designations; and,
- the proposed draft plan of subdivision and zoning represents Phase 6 of the Victoria on the River residential subdivision. In terms of use, form and intensity the proposed subdivision plan is considered appropriate and in keeping with The London Plan, 1989 Official Plan, and the the Old Victoria Area Plan policies and design guidelines. (2021-D09)

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

Absent: (1): S. Hillier

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and A. Hopkins

Absent: (2): S. Hillier, and E. Holder

Motion Passed (4 to 0)

Moved by: A. Hopkins

Seconded by: S. Lewis

Motion to close the public participation meeting.

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

Absent: (1): S. Hillier

Motion Passed (5 to 0)

4. Items for Direction

4.1 2631 Hyde Park Road and 1521 Sunningdale Road West

Moved by: S. Lehman

Seconded by: S. Lewis

That, the following updated instructions be given to Civic Administration relating to the properties located at 2631 Hyde Park Road and 1521 Sunningdale Road West:

a) the Civic Administration BE REQUESTED to work with the Applicant to facilitate the necessary zoning by-law amendment(s) within the Kent Subdivision to allow for a new elementary school;

b) notwithstanding the recommendation of the Director, Development Services, with respect to the application by Auburn Developments Inc., relating to the property located at 2631 Hyde Park Road and 1521 Sunningdale Road West, the Civic Administration BE DIRECTED to bring back a proposed by-law to amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO a Low Density Residential and Environmental Review designation and to amend The London Plan to change the Place Type of the subject lands FROM a Green Space place type TO a Neighbourhoods place type and Environmental Review place type to be considered at a future public participation meeting of the Planning and Environment Committee;

it being noted that the future development of the lands shall fully comply with the policies of the Neighbourhoods Place Type of The London Plan; and,

it being further noted that the costs of any temporary servicing required for these lands shall be at the full cost of the property owner;

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

- a communication dated September 8, 2021, from J. Pratt, Associate Director and Treasurer, Thames Valley District School Board;
- a communication dated September 20, 2021, from Deputy Mayor J. Morgan;
- a communication dated September 13, 2021, from J. Sousa, Brown Beattie O'Donovan;
- a communication dated September 23, 2021, from A. Clark, Co-Chair, Sir Arthur Currie Public School Council / President, Sir Arthur Currie Home & School;
- a communication from S. Trosow, by e-mail; and,
- a communication dated September 23, 2021 from A. DeActis, by e-mail.

Yeas: (4): P. Squire, S. Lewis, S. Lehman, and E. Holder

Nays: (1): A. Hopkins

Absent: (1): S. Hillier

Motion Passed (4 to 1)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 5:33 PM.

Community and Protective Services Committee

Report

13th Meeting of the Community and Protective Services Committee
September 21, 2021

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

ABSENT: A. Kayabaga

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

Remote Attendance: Councillors A. Hopkins and M. van Holst;
C. Cooper, C. DeForest, K. Dickins, S. Glover, O. Katolyk, G.
Kotsifas, L. Marshall, P. Masse, N. Musicco, J. Raycroft, C.
Smith, J. Tansley and B. Westlake-Power

The meeting was called to order at 4:03 PM; it being noted that
the following Members were in remote attendance: Mayor E.
Holder, Councillors M. Salih 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 2.3 and 2.5 to 2.10 BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

2.1 7th and 8th Reports of the Animal Welfare Advisory Committee

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

That the 7th and 8th Reports of the Animal Welfare Advisory Committee,
from the meetings held on August 5, 2021 and September 2, 2021,
respectively, BE RECEIVED.

Motion Passed

2.2 7th Report of the Accessibility Advisory Committee

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

That the 7th Report of the Accessibility Advisory Committee, from its
meeting held on August 26, 2021, BE RECEIVED.

Motion Passed

2.3 4th and 5th Reports of the Community Safety and Crime Prevention Advisory Committee

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

That the 4th and 5th Reports of the Community Safety and Crime Prevention Advisory Committee, from the meetings held on August 26, 2021 and September 13, 2021, BE RECEIVED.

Motion Passed

2.5 Property Standards Related Demolition - 72 Wellington Street

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

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the by-law, as appended to the staff report dated September 21, 2021, BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021, to approve the demolition of an abandoned building at the municipal address of 72 Wellington Street, in the City of London; it being noted that property shall be cleared of all identified buildings, structures, debris and 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-P10D)

Motion Passed

2.6 mobilINSPECT By-law and Enforcement - A Mobile Application for Inspections by Partho Technologies Inc.

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

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 September 21, 2021, with respect to mobilINSPECT By-law and Enforcement – A Mobile Application for Inspections by Partho Technologies Inc.:

- a) the price of \$99,000 (HST extra), negotiated with Partho Technologies Inc., for the provision of mobilINSPECT By-law and Enforcement, BE ACCEPTED on a Single Source basis in accordance with sections 14.4 (d) and 14.4 (e) of the Procurement of Goods and Services Policy;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- c) the approvals given, herein, BE CONDITIONAL upon The Corporation of the City of London entering into a formal contract for this purchase;
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract, statement of work or other documents, if required, to give effect to these recommendations; and,
- e) the by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021, to:

- i) approve the Statement of Work, as appended to the above-noted by-law, between The Corporation of the City of London and Partho Technologies Inc. for the purpose of using mobilINSPECT Enforce; and,
- ii) authorize the Deputy City Manager, Planning and Economic Development to execute the above-noted Statement of Work. (2021-P01)

Motion Passed

- 2.7 Discrimination Experienced by Immigrants, Visible Minorities and Indigenous Peoples in London and Middlesex, An Empirical Study by the London and Middlesex Local Immigration Partnership

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 September 21, 2021, with respect to Discrimination Experienced by Immigrants, Visible Minorities and Indigenous Peoples in London and Middlesex, An Empirical Study by the London and Middlesex Local Immigration Partnership, BE RECEIVED. (2021-S15)

Motion Passed

- 2.8 Update on London's Newcomer Strategy: Choose London - Innovative, Vibrant and Global

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 September 21, 2021, with respect to an Update on London's Newcomer Strategy: Choose London – Innovative, Vibrant and Global, BE RECEIVED. (2021-D01)

Motion Passed

- 2.9 Housing Stability for All Plan - Mid-Year Update

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, and the Deputy City Manager Planning and Economic Development, the staff report dated September 21, 2021, with respect to a mid-year update on the Housing Stability for All Plan, BE RECEIVED. (2021-S11)

Motion Passed

- 2.10 Single Source - Life Stabilization: Electronic Document Management (EDM)

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 September 21, 2021, with respect to Electronic Document Management for Life Stabilization:

- a) a Change Order to the existing Single Source Master Services Agreement with Nimble Information Strategies Inc. (SS20-33) BE APPROVED as per Council Policy By-law No. A.-6151-17, Schedule C, Section 20.3, as amended, for a total funding amount of \$342,930, plus applicable taxes, to digitize active Ontario Works files by December 31st, 2021;
- b) proposed By-law, as appended to the staff report dated September 21, 2021, BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021, to:
 - i) approve the Change Order, as appended to the above-noted by-law, which amends the Master Services Agreement; and,
 - ii) authorize the Deputy City Manager, Social and Health Development, to execute the above noted Change Order;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter. (2021-A10)

Motion Passed

2.4 Property Standards Matters (March 2021 Council Resolution)

That the following actions be taken with respect to the staff report dated September 21, 2021, related to Property Standards Matters (March 2021 Council Resolution):

- a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee on how a RentSafeLondon by-law enforcement program, modelled after the RentSafeTO program, could be implemented, including proposed fees for registration and building audits;
- b) the verbal delegations from S. Lawrence, D. Devine, J. Phoenix and N. Chiles, with respect to this matter, BE RECEIVED; and,
- c) the following items, as well as the above-noted staff report, with respect to this matter, BE RECEIVED:
 - a communication, as appended to the Added Agenda, from S. Lawrence;
 - a communication, as appended to the Added Agenda, from D. Devine;
 - a communication, as appended to the Added Agenda, from J. Phoenix;
 - a communication, as appended to the Added Agenda, from N. Chiles;
 - a communication, as appended to the Added Agenda, from ACORN London; and,
 - a communication, as appended to the Added Agenda, from J. Hoffer, Cohen Highley. (2021-P01)

Motion Passed

Voting Record:

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

Motion to approve the delegation requests from S. Lawrence, D. Devine, J. Phoenix and N. Chiles, as appended to the Added Agenda to be heard at this meeting.

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

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: E. Holder

Motion to receive the verbal delegations from S. Lawrence, D. Devine, J. Phoenix and N. Chiles as well as the communications listed on the Added Agenda.

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

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

Moved by: J. Helmer

Seconded by: M. Salih

Motion to approve part a) of the clause and to receive the staff report.

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

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Flyer Deliveries to Residential Properties

Moved by: J. Helmer

Seconded by: E. Holder

That the following actions be taken with respect to the staff report dated September 21, 2021, with respect to Flyer Deliveries to Residential Properties:

- a) the matter of flyer deliveries to residential properties BE REFERRED to a future meeting of the Community and Protective Services Committee (CPSC) to provide an opportunity for further discussion of this matter; and,
- b) the delegation requests from A. Marchand, as appended to the Agenda, and D. Ronson, as appended to the Added Agenda, BE REFFERED to a future meeting of the CPSC;

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

- a communication, as appended to the Agenda, from A. Marchand;
- a communication, as appended to the Added Agenda, from D. Ronson;

- a communication, as appended to the Added Agenda, from the Viewer Discretion Legislation Coalition; and,
- a communication, as appended to the Added Agenda, from S. Trosow. (2021-S08/T07)

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

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: E. Holder

That the Deferred Matters List for the Community and Protective Services Committee, as at September 13, 2021, BE RECEIVED.

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

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

6. Confidential

Moved by: S. Lewis

Seconded by: E. Holder

That the Community and Protective Services Committee convene, In Closed Session, for the purpose of considering the following:

6.1. Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, regarding flyer deliveries to residential properties.

6.2. Personal Matters / Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List.

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

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

Motion Passed (4 to 0)

The Community and Protective Services Committee convened, In Closed Session, from 4:07 PM to 4:51 PM.

7. Adjournment

The meeting adjourned at 5:59 PM.

Corporate Services Committee

Report

15th Meeting of the Corporate Services Committee
September 20, 2021

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

ABSENT: A. Kayabaga, Mayor E. Holder

ALSO PRESENT: M. Schulthess, J. Taylor, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, B. Card, I. Collins, M. Daley, J. Dann, J. Davies, J. Davison, M. Galczynski, S. Mathers, K. Murray, E. Skalski, C. Smith, B. Warner

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Pelosa

Seconded by: M. van Holst

That Consent items 2.3 to 2.7 BE APPROVED.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelosa

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

2.3 Proposed Amendment to Council Policy to Recognize National Day for Truth and Reconciliation (National Orange Shirt Day) - September 30th

Moved by: E. Pelosa

Seconded by: M. van Holst

That, on the recommendation of the City Clerk, the following actions be taken with respect to the National Day for Truth and Reconciliation (National Orange Shirt Day) – September 30th:

a) the proposed by-law as appended to the staff report dated September 20, 2021 as Appendix “A” being “A by-law to amend By-law No. CPOL.- 114-366, as amended, being “Flags at City Hall” Policy to provide for that on September 30th of each year the “Every Child Matters Flag” will be flown on the Community Flag Pole to recognize the National Day for Truth and Reconciliation (National Orange Shirt Day)”, BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021; and,

b) the proposed by-law as appended to the staff report dated September 20, 2021 as Appendix “B” being “A by-law to amend By-law No. CPOL.- 127-379, as amended, being “Illumination of City of London Buildings and Amenities” Policy to provide for City of London buildings and amenities be lit orange on September 30th of each year to recognize National Day for

Truth and Reconciliation (National Orange Shirt Day)", BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021.

Motion Passed

2.4 SS21-34 Single Source Corporate Technology

Moved by: E. Pelosa

Seconded by: M. van Holst

That, on the recommendation of the Director, Information Technology Services the following actions be taken, with respect to Corporate Technology Assets:

- a) approval hereby BE GIVEN to extend the existing Single Source contract, the Vendor of Record (VOR OSS-00466131), Province of Ontario Agreement (Schedule A) for a twelve (12) month term for Desktop Management Products and Services from CompuCom Canada Co., 1830 Matheson Boulevard, Unit, Mississauga, ON, Canada L4W 0B3 at a planned cost of \$732,702.52 in 2022;
- b) the proposed by-law as appended to the staff report dated September 20, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021:
 - i. TO APPROVE the agreement with CompuCom Canada Co. (the "Supplier") and The Corporation of the City of London (the "Buyer") for the "Publicly Funded Organization Agreement" for Desktop Management Services and Products (DMSP-03); and
 - ii. TO AUTHORIZE the Mayor and City Clerk to execute the Agreement;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this matter;
- d) approval hereby given BE CONDITIONAL upon the Corporation negotiating the maintaining of satisfactory prices, terms and conditions with CompuCom Canada Co. to the satisfaction of both the City Treasurer and the Director, Information Technology Services; and,
- e) 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

2.5 Expropriation of Lands - Southdale Road West and Wickerson Road Improvements Project

Moved by: E. Pelosa

Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, approval BE GIVEN to the expropriation of land as may be required for the Southdale Road West and Wickerson Road improvements project, and that the following actions be taken in connection therewith:

- a) application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the City of London as approving authority for the approval to expropriate the land required for the Southdale Road West and Wickerson Road improvements project;

- b) The Corporation of the City of London serve and publish notice of the above application in accordance with the terms of the *Expropriations Act*;
- c) The Corporation of the City of London forward to the Chief Inquiry Officer any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and,
- d) the proposed by-law as appended to the staff report dated September 20, 2021 as Schedule “B” BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions.

Motion Passed

2.6 Appointments and Updates to the Joint Venture Management Committee for the 4-Pad Arena Complex and to the Western Fair Lease Oversight Committee

Moved by: E. Pelozza
 Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to organizational structure changes:

- a) the proposed by-law as appended to the staff report dated September 20, 2021 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to approve the appointment of the City’s representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands; and,
- b) the proposed by-law as appended to the staff report dated September 20, 2021 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2021 to approve the appointment of City of London representatives to the Lease Oversight Committee under the ground lease between The Corporation of the City of London and the Western Fair Association.

Motion Passed

2.7 Investment Holdings Notification

Moved by: E. Pelozza
 Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated September 20, 2021 regarding Investment Holdings Notification report BE RECEIVED for information.

Motion Passed

2.1 2021 Mid-Year Operating Budget Monitoring Report

Moved by: E. Pelozza
 Seconded by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2021 Mid-Year

Operating Budget Monitoring Report:

a) the 2021 Operating Budget Mid-Year Monitoring Report for the Property Tax Supported Budget, Water Budget, and Wastewater and Treatment Budget BE RECEIVED for information; it being noted that the year-end positions could fluctuate based on factors beyond the control of the Civic Administration:

- i) Property Tax Supported Budget projected surplus of \$11.2 million prior to the Reserve Fund contribution listed in part b), below;
- ii) Water Rate Supported Budget projected surplus of \$3.3 million prior to the Reserve contribution listed in part c), below; and,
- iii) Wastewater and Treatment Rate Supported Budget projected surplus of \$3.5 million prior to the Reserve contribution listed in part c), below;

b) notwithstanding the Council approved Surplus/Deficit Policy, the Civic Administration BE AUTHORIZED to allocate up to \$10 million of the Property Tax Supported Budget Surplus to the New Affordable Housing Reserve Fund to support future affordable housing initiatives, noting that any remaining surplus will be allocated in accordance with the Surplus/Deficit Policy;

c) the contribution of year-end Water and Wastewater and Treatment Rate Supported Budget surplus to the applicable Contingency Reserve up to the respective contingency target in accordance with the Council approved Surplus/Deficit Policy BE RECEIVED for information; it being noted that the projected contributions to achieve each contingency target are as follows:

- i) \$1.7 million to the Water Budget Contingency Reserve;
- ii) \$2.3 million to the Wastewater and Treatment Budget Contingency Reserve;

d) the remaining Water and Wastewater and Treatment Rate Supported Budget surplus BE ALLOCATED in accordance with the Surplus/Deficit Policy; and

d) the presentation providing an overview of 2021 Mid-Year Budget Monitoring (as appended to the staff report dated September 20, 2021 as Appendix C) BE RECEIVED for information;

it being noted that the Corporate Services Committee received a communication dated September 16, 2021 from C. Butler with respect to this matter.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelosa

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

2.2 2021 Mid-Year Capital Budget Monitoring Report

Moved by: M. van Holst

Seconded by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2021 Mid-Year Capital Budget Monitoring Report:

a) the 2021 Mid-Year Capital Budget Monitoring Report BE RECEIVED for information; it being noted that the life-to-date capital budget

represents \$2.36 billion with \$1.48 billion committed and \$0.89 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping budget adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by amending by-law No. CPOL.-45(b)-239;

b) the status updates of active 2018 life-to-date capital budgets (2018 and prior) having no future budget requests, as appended to the staff report dated September 20, 2021 as Appendix "B", BE RECEIVED for information;

c) the following actions be taken with respect to the completed capital projects identified in Appendix "C", as appended to the above-noted staff report, which have a total of \$2.5 million of net surplus funding:

- i) the capital projects included in Appendix "C" BE CLOSED;
- ii) the following actions be taken with respect to the funding associated with the capital projects approved for closure in c) i), above:

Rate Supported

- A) pay-as-you-go funding of \$247 thousand BE TRANSFERRED to capital receipts;
- B) authorized debt financing of \$44 thousand BE RELEASED resulting in a reduction of authorized, but unissued debt;
- C) uncommitted reserve fund drawdowns of \$1.4 million BE RELEASED back into the reserve funds which originally funded the projects;

Non-Rate Supported

D) uncommitted reserve fund drawdowns of \$832 thousand BE RELEASED back into the reserve funds which originally funded the projects.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelozza

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Application - Issuance of Proclamation - Economic Abuse Awareness Day

Moved by: E. Pelozza

Seconded by: J. Morgan

That based on the application dated August 23, 2021 from Canadian Centre for Women's Empowerment, November 26, 2021 BE PROCLAIMED as Economic Abuse Awareness Day.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Pelozza

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

4.2 Application - Issuance of Proclamation - Light the Night Day for the Leukemia & Lymphoma Society of Canada

Moved by: M. van Holst
Seconded by: E. Peloza

That based on the application dated August 27, 2021 from the Leukemia & Lymphoma Society of Canada, October 23, 2021 BE PROCLAIMED as Light the Night Day for the Leukemia & Lymphoma Society of Canada.

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Peloza

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) Members of Council Proof of COVID-19 Vaccination Policy

Moved by: J. Morgan
Seconded by: E. Peloza

That on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated September 20, 2021 as Appendix "A" being "A by-law to adopt "Members of Council Proof of COVID-19 Vaccination Policy", BE INTRODUCED at the Municipal Council Meeting to be held on October 5, 2021;

it being noted that the Corporate Services Committee received a communication dated September 16, 2021 from B. Gauld with respect to this matter.

Yeas: (3): M. Cassidy, J. Morgan, and E. Peloza

Nays: (1): M. van Holst

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (3 to 1)

6. Confidential (Enclosed for Members only.)

Moved by: E. Peloza
Seconded by: M. van Holst

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

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

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

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

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

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

Yeas: (4): M. Cassidy, M. van Holst, J. Morgan, and E. Peloza

Absent: (2): A. Kayabaga, and E. Holder

Motion Passed (4 to 0)

The Corporate Services Committee convenes, In Closed Session, from 12:37 PM to 12:48 PM

7. Adjournment

Moved by: M. van Holst

Seconded by: E. Peloza

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:48 PM.

Corporate Services Committee Report

16th Special Meeting of the Corporate Services Committee
September 27, 2021

PRESENT: Councillors M. Cassidy , M. van Holst, Acting Chair, J. Morgan,
E. Pelozza, Mayor E. Holder

ABSENT: A. Kayabaga

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

Remote Attendance: Councillors S. Lewis, J. Helmer, A. Hopkins
and S. Turner; L. Livingstone, B. Card, S. Corman, J. Davison, J.
Raycroft, M. Schulthess

The meeting is called to order at 12:00 PM; it being noted that
the following Members were in remote attendance: Mayor E.
Holder, and Councillors M. Cassidy, J. Morgan and E. Pelozza.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 Declaration of Vacancy - Office of Councillor, Ward 13

That the following actions be taken with respect to the Office of Councillor,
Ward 13:

a) consideration of the declaration of vacancy of the Office of Ward 13
BE REFERRED to the Municipal Council meeting to be held on October 5,
2021;

b) the report dated September 27, 2021 entitled "Declaration of Vacancy
– Office of Councillor, Ward 13" BE RECEIVED;

it being noted that the Corporate Services Committee received a
communication dated September 23, 2021 with respect to the resignation
of Ward 13 Councillor, Arielle Kayabaga.

Motion Passed

Voting Record:

Moved by: M. Cassidy

Seconded by: J. Morgan

That consideration of the declaration of vacancy of the Office of Ward 13
BE REFERRED to the Municipal Council meeting to be held on October 5,
2021.

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

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

Moved by: M. Cassidy
Seconded by: E. Holder

That the report dated September 27, 2021 entitled "Declaration of Vacancy – Office of Councillor, Ward 13" BE RECEIVED;

it being noted that the Corporate Services Committee received a communication dated September 23, 2021 with respect to the resignation of Ward 13 Councillor, Arielle Kayabaga

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Peloza, and E. Holder

Absent: (1): A. Kayabaga

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: E. Peloza
Seconded by: M. Cassidy

That the meeting be adjourned.

Motion Passed

The meeting adjourned at 12:23 PM.

Strategic Priorities and Policy Committee

Report

13th Meeting of the Strategic Priorities and Policy Committee
September 28, 2021

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

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

Remote Attendance: L. Livingstone, A. Barbon, B. Card, J. Davison, G. Kotsifas, M. Schulthess, C. Smith, B. Somers

The meeting is called to order at 4:02 PM; it being noted that the following Members were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza and S. Hillier

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

That it BE NOTED that the Chair and Committee recognized A. Kayabaga.

2. Consent

2.1 Appointment of Councillor E. Pelozza to the Brescia University College Housing and Gender-Based Violence Project 2021

Moved by: S. Lewis

Seconded by: M. van Holst

That the communication dated August 16, 2021 from Councillor E. Pelozza, with respect to her appointment to the Brescia University College Housing and Gender-Based Violence Project 2021, BE RECEIVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Consideration of Appointment to the London Transit Commission (Requires 1 Member)

Moved by: P. Squire

Seconded by: P. Van Meerbergen

That Stephanie Marentette BE APPOINTED to the London Transit Commission for the term ending November 15, 2022.

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

Nays: (2): M. Cassidy, and S. Turner

Absent: (1): A. Kayabaga

Motion Passed (12 to 2)

Voting Record

Election

Appointment of a Member to the London Transit Commission - 1st selection

Abu Sharkh Ayman(14.29 %):M. Cassidy, E. Pelozza
William H. Brock(0.00 %):None
Arzie Chant(0.00 %):None
John Fyfe Millar(0.00 %):None
Stephanie Marentette(42.86 %):P. Squire, J. Morgan, A. Hopkins, S. Lewis, S. Hillier, Mayor E. Holder
Shanaz Joan Parsan(14.29 %):M. van Holst, S. Lehman
Bud Polhill(7.14 %):P. Van Meerbergen
Cedric Richards(21.43 %):M. Salih, J. Helmer, S. Turner
David Smith(0.00 %):None

Majority Winner: No majority

Election

Appointment of a Member to the London Transit Commission - 2nd selection

Stephanie Marentette(50.00 %):P. Squire, J. Morgan, A. Hopkins, S. Lewis, S. Hillier, P. Van Meerbergen, Mayor E. Holder
Cedric Richards(21.43 %):M. Salih, J. Helmer, S. Turner
Abu Sharkh Ayman(14.29 %):M. Cassidy, E. Pelozza
Shanaz Joan Parsan(14.29 %):M. van Holst, S. Lehman
Bud Polhill(0.00 %):None

Majority Winner: No majority

Election

Appointment of a Member to the London Transit Commission - 3rd selection

Stephanie Marentette(50.00 %):P. Squire, J. Morgan, A. Hopkins, S. Lewis, S. Hillier, P. Van Meerbergen, Mayor E. Holder
Cedric Richards(21.43 %):M. Salih, J. Helmer, S. Turner
Abu Sharkh Ayman(14.29 %):M. Cassidy, E. Pelozza
Shanaz Joan Parsan(14.29 %):M. van Holst, S. Lehman

Majority Winner: No majority

Election

Appointment of a Member to the London Transit Commission - 4th selection

Stephanie Marentette(64.29 %):P. Squire, J. Morgan, A. Hopkins, S. Lewis, S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, Mayor E. Holder

Cedric Richards(35.71 %):M. van Holst, M. Salih, J. Helmer, M. Cassidy, S. Turner

Majority Winner: Stephanie Marentette

5. Deferred Matters/Additional Business

5.1 (ADDED) Deferral of Incentive Loan Repayments and Forgiving Interest-Free Loan to London Community Players - Councillor J. Helmer

Moved by: J. Helmer

Seconded by: M. van Holst

That the following actions be taken with respect to the deferral of incentive loan repayments and forgiving interest-free loan to the London Community Players:

a) the Civic Administration BE AUTHORIZED to further extend the deferral period, on Community Improvement Plan loan repayments, on an interest-free basis for a further period of 180 days, being October 2021 to March 2022, where the applicant has requested a further deferral in writing; it being noted that the April 2022 loan repayments will be cashed as planned; and,

b) the Civic Administration BE AUTHORIZED to forgive the remaining balance of the interest-free loan to the London Community Players, in the amount of \$78,749.83.

Motion Passed

Voting Record:

Moved by: S. Lewis

Seconded by: S. Lehman

That part b) BE REFERRED to the multi-year budget process for consideration; it being noted that part b) reads as follows:

b) the Civic Administration BE AUTHORIZED to forgive the remaining balance of the interest-free loan to the London Community Players, in the amount of \$78,749.83.

Yeas: (7): Mayor E. Holder, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

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

Absent: (1): A. Kayabaga

Motion Failed (7 to 7)

Moved by: J. Helmer

Seconded by: M. van Holst

Motion to approve part a)

That the following actions be taken with respect to the deferral of incentive loan repayments and forgiving interest-free loan to the London Community Players:

a) the Civic Administration BE AUTHORIZED to further extend the deferral period, on Community Improvement Plan loan repayments, on an interest-free basis for a further period of 180 days, being October 2021 to March 2022, where the applicant has requested a further deferral in writing; it being noted that the April 2022 loan repayments will be cashed as planned; and,

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

Moved by: J. Helmer

Seconded by: M. van Holst

Motion to approve part b)

b) the Civic Administration BE AUTHORIZED to forgive the remaining balance of the interest-free loan to the London Community Players, in the amount of \$78,749.83.

Yeas: (8): M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and E. Pelozza

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

Absent: (1): A. Kayabaga

Motion Passed (8 to 6)

6. Adjournment

Moved by: P. Van Meerbergen

Seconded by: A. Hopkins

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 5:29 PM.

Audit Committee Report

3rd Meeting of the Audit Committee
September 22, 2021

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

ALSO PRESENT: M. Schulthess and J. Taylor.

Remote Staff Attendance: L. Livingstone, A. Barbon, B. Card, I. Collins, K. denBok (KPMG), K. Dickens, M. Feldberg, M. Ma, S. Miller, S. Oldham, J. Pryce (Deloitte), K. Scherr, S. Swance.

The meeting is called to order at 12:00 PM; it being noted that the following were in remote attendance: Councillors J. Morgan, M. van Holst, and S. Turner; it being further noted that L. Higgs entered the meeting, via remote attendance, at 12:56 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 2020 Hamilton Road Business Improvement Area Board of Management Audited Financial Statements

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated September 22, 2021 along with Appendix 'A' Financial Statements of Hamilton Road Business Improvement Area Board of Management for the year ending December 31, 2020 BE RECEIVED for information.

Motion Passed

4.2 Observation Summary as at September 10, 2021

That the communication from Deloitte, regarding the Observation Summary as at September 10, 2021, BE RECEIVED.

Motion Passed

4.3 Internal Audit Dashboard as at September 10, 2021

That the communication from Deloitte, regarding the internal audit dashboard as at September 10, 2021, BE RECEIVED.

Motion Passed

4.4 Internal Audit Summary Update

That the communication dated September 22, 2021, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

That the Audit Committee convene, In Closed Session, for the purpose of considering the following:

6.1. Confidential Trade Secret or Scientific, Technical, Commercial, Financial or Labour Relations Information, Supplied to the City / Personal Matters/Identifiable Individual

A matter pertaining to the security of the property of the Corporation as it contains commercial and financial information supplied in confidence to the Corporation, the disclosure of which could be reasonably expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied and result in undue loss or gain to any person, group, committee or financial institution or agency and matters related to the personal information about identifiable individuals, including municipal or local board employees related to the potential provision of internal audit services for the City of London, by an external organization.

Motion Passed

The Committee convened in closed session from 12:18 PM to 3:13 PM; it being noted that the Committee recessed, from public session, from 12:35 PM to 12:55 PM and from 2:06 PM to 2:25 PM.

7. Adjournment

That the meeting be adjourned.

Motion Passed

The meeting adjourned at 3:14 PM.

Bill No. 452
2021

By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 5th day of October,
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 Ontario Land 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 October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Bill No. 453
2021

By-law No. A.-6567()-____

A by-law to amend By-law No. A.-6567-226 entitled, "A By-law to approve the appointment of City of London representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands"

WHEREAS the Municipal Council of The Corporation of the City of London wishes to appoint its representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association lands;

AND WHEREAS the Western Fair Association has approved the City of London's nominees to the Joint Venture Management Committee, in accordance with section 3.3 of the Joint Venture Agreement;

AND WHEREAS section 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. By-law No. A.-6567-226 entitled, "A By-law to approve the appointment of City of London representatives to the Joint Venture Management Committee for the 4-Pad Arena Complex located on Western Fair Association (WFA) lands" is amended as follows:

- a) Section 1 of Bylaw A.-6567-226 is amended by:
 - i) deleting the words "Managing Director, Parks and Recreation" and replacing them with the words "Director, Recreation and Sport";
 - ii) deleting the words "Division Manager, Aquatics, Arenas & Parks Operations" and replacing them with the words "Division Manager, Aquatics and Arenas"; and
 - iii) deleting the words "Chief Financial Officer" following "City Treasurer".

2. This by-law comes into force on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Bill No. 454
2021

By-law No. A.- ____ - ____

A by-law to approve the Amending Agreement to the Publicly Funded Organization Agreement between The Corporation of the City of London and CompuCom Canada Co; and to authorize the Mayor and City Clerk to execute the Amending Agreement.

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

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

AND WHEREAS The Corporation of the City of London and CompuCom Canada Co. entered into an Agreement in 2016 regarding desktop management services and products, under substantially the same terms as an agreement between the Province and CompuCom Canada Co. (DMSP-03);

AND WHEREAS The Corporation of the City of London and CompuCom Canada Co. wish to amend the Agreement;

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

1. The Amending Agreement to the Publicly Funded Organization Agreement entered into between The Corporation of the City of London and CompuCom Canada Co., attached as Schedule "A" to this by-law, is authorized and approved.
2. The Director of Information Technology Services is authorized to execute the Amending Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – October 5, 2021
Second reading – October 5, 2021
Third reading – October 5, 2021

SCHEDULE "A"

THIS AMENDING AGREEMENT made as of September 20, 2021.

B E T W E E N:

COMPUCOM CANADA CO.
(the "Supplier")

- and -

THE CORPORATON OF THE CITY OF LONDON
(the "Buyer")

WHEREAS the Supplier and the Buyer entered into a Publicly Funded Organization Agreement in 2016, regarding desktop management services and products (the "Agreement");

AND WHEREAS the Supplier and Her Majesty the Queen in right of Ontario amended the DMSP Agreement, effective November 4th, 2019, to *inter alia* establish a new Expiry Date of November 7, 2021;

AND WHEREAS the Supplier and the Buyer amended the Agreement on May 7, 2020 to establish a new termination date of November 7, 2021;

AND WHEREAS the Supplier and Her Majesty the Queen in right of Ontario further amended the DMSP Agreement, effective December 15th, 2020, to *inter alia* establish a new Expiry Date of November 7, 2022;

AND WHEREAS the Supplier and the Buyer wish to further amend the Agreement;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants contained in the Agreement, and subject to the terms and conditions of this Amending Agreement, the parties agree as follows:

1.0 AMENDMENTS

Subparagraph b(iv) on the first page of the Agreement is amended by deleting the date "November 7, 2021" and replacing it with the new termination date of "November 7, 2022".

2.0 AGREEMENT BINDING

2.1 Except as amended by this Amending Agreement, the Agreement shall remain binding and in full force and effect.

2.2 This Amending Agreement shall be binding on the parties and their respective successors and assigns.

3.0 EXECUTION

3.1 The Buyer and the Supplier acknowledge that it has each read this Amending Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have entered into this Amending Agreement by signed by their authorized officers.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Date:

Ed Holder, Mayor

Catharine Saunders, City Clerk

COMPUCOM CANADA CO.

Date:

*Per:
Name:
Title:

Date:

*Per:
Name:
Title:
*I/We have authority to bind the corporation.

Bill No. 455
2021

By-law No. A.-_____-__

A by-law to approve the appointment of City of London representatives to the Lease Oversight Committee under the ground lease between The Corporation of the City of London and the Western Fair Association.

WHEREAS the Municipal Council of The Corporation of the City of London wishes to appoint its representatives to the Lease Oversight Committee under the ground lease between The Corporation of the City of London and the Western Fair Association;

AND WHEREAS the Western Fair Association has approved the City of London's nominees to the Lease Oversight Committee in accordance with s. 21.03 of the ground lease between The Corporation of the City of London and the Western Fair Association;

AND WHEREAS section 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. The following positions be appointed as the City of London's representatives on the Lease Oversight Committee for the ground lease between The Corporation of the City of London and Western Fair Association:

City Treasurer, or its Director, Financial Services
Director, Realty Services

2. This by-law comes into force on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Bill No. 456
2021

By-law No. A.- ____ - ____

A by-law to approve demolition of abandoned building with municipal address of 72 Wellington Street under the Property Standards provisions of the *Building Code Act*.

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

AND WHEREAS section 15.1(3) of the *Building Code Act* provides that the council of a municipality may pass a by-law to require property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS Council has passed Property Standards By-law CP-16 that requires owners of property that does not conform to the standards of the by-law to repair and maintain the property to conform with the standards of the by-law or to clear it of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.2(2) of the *Building Code Act* provides that an officer who finds that a property does not conform with the standards prescribed in the Property Standards By-law may make an order giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.4 of the *Building Code Act* provides that, if an order of an officer under section 15.2(2) is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge, the municipality may cause the property to be repaired or demolished accordingly;

AND WHEREAS section 15.4(3) of the *Building Code Act* provides that a municipal corporation or a person acting on its behalf is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under subsection (1);

AND WHEREAS section 15.4(4) of the *Building Code Act* provides that the municipality shall have a lien on the land for the amount spent on the repair or demolition under subsection (1) and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*;

AND WHEREAS Council passed By-law A.-6554-211 to adopt a Policy whereby, in the event a confirmed Property Standards Order is not complied with, the City's Manager of By-law Enforcement shall not cause the property to be demolished unless he or she has reported to Council setting out the reasons for the proposed demolition and Council has passed a by-law approving of the proposed demolition;

AND WHEREAS a property standards order has not been complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge;

AND WHEREAS the City's Chief Municipal Law Enforcement Officer has reported to Council setting out the reasons for the proposed demolition;

AND WHEREAS Municipal Council wishes to cause the property to be demolished;

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

1. The demolition of an abandoned building at municipal address of 72 Wellington Street, in the City of London, is approved and the property shall be cleared of all identified buildings, structures, debris, and refuse and left in a graded and levelled condition in accordance with the City of London Property Standards By-law and *Building Code Act*.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - October 5, 2021
Second Reading - October 5, 2021
Third Reading - October 5, 2021

Bill No. 457
2021

By-law No. A.-____-____

A by-law to approve the Statement of Work for mobilINSPECT Enforce between The Corporation of the City of London and Partho Technologies Inc.

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

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

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

1. The Statement of Work, attached as Schedule 1 to this by-law, which is to be attached as Schedule G to the Software as a Service Subscription Agreement dated April 1, 2018 (approved by by-law A.-7697-98), between The Corporation of the City of London and Partho Technologies Inc. for the purpose of using mobilINSPECT Enforce, is hereby authorized and approved.
2. The Deputy City Manager, Planning and Economic Development, is authorized to execute the Statement of Work authorized and approved in paragraph 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading - October 5, 2021
Second reading – October 5, 2021
Third reading – October 5, 2021

THE CORPORATION OF THE CITY OF LONDON



London
CANADA

**Statement of Work for City of London mobilINSPECT
Bylaw & Enforcement Software as Service (SaaS)
Implementation**

Ver 1.8



Partho Technologies Inc.

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Revision History

Version	Release Status	Release Date	Description	Author
1.0	Initial Draft		SOW Draft	Nitesh Bhambhani
1.1	London's Draft			Catherine DeForest
1.2	Draft			Vinod
1.3	Draft			Nitesh Bhambhani
1.4	Final Draft			Nitesh Bhambhani
1.5	Draft			City of London
1.6	Draft	8/4/2021		Vivek Vyas
1.7	Draft	8/21/2021	Formatting, removed all resolved comments and added in the Initial Term Start Date as April 1, 2018	Catherine DeForest
1.8	Draft	8/23/2021	Addition of short phrase on page 5/12 for greater clarity	Vinod Vyas

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1 Introduction

Partho Technologies Inc. is currently providing the City of London mobilINSPECT Software as Service to the Building Inspectors working for the office of Building Services. The City plans to extend the services to Bylaw & Enforcement through the 'mobilINSPECT Bylaw & Enforcement' Software as Service mobile application for the city's municipal law enforcement officers.

This SOW will serve as a supplement to the "Licensing Agreement" ("Licensing Agreement") dated April 1, 2018 signed between Partho Technologies ("Partho") and the Corporation of the City of London ("City of London") for the mobilINSPECT Software as a Service. To further clarify for the mobilINSPECT Bylaw & Enforcement Implementation and Support over the contracted term, the agreement will apply with the following provisions –

1. For the purpose of this 'Statement of Work' – 'Schedule G' is hereby referred to as SOW-G.
2. mobilINSPECT is being replaced by the term 'mobilINSPECT- Bylaw & Enforcement' for the entire licensing agreement in context of SOW-G.
3. For the purpose of this SOW G - Schedule A of the licensing agreement are replaced by the section below titled **mobilINSPECT- Bylaw & Enforcement Specifications**.
4. For the purpose of this SOW G, Schedule B of the licensing agreement are replaced by the section below titled **mobilINSPECT- Bylaw & Enforcement Fees & Milestones**
5. If there is a conflict between or among any of the parts of the licensing Agreement and this SOW G, they will govern in the following order: SOW G signed by both parties, the Services Agreement.
6. Additional or different terms in any written communication from the Client or Partho Technologies, including any purchase order or request for Services for mobilINSPECT **Bylaw & Enforcement** are void. The effective date of this SOW is month, day, 2021.
7. This SOW-G is only for Municipal Compliance Services, Planning and Economic Development, City of London.
8. For the purpose of SOW -G, SOW -G replaces Schedule D of the agreement.

2 'mobilINSPECT - Bylaws & Enforcement' Specifications

The 'mobilINSPECT - Bylaws & Enforcement' mobile application equips Bylaws and Enforcement inspectors to conduct enforcement inspections and issue notices in the field using their device/platform of choice i.e. either Android or iOS mobile devices. 'mobilINSPECT - Bylaws & Enforcement' mobile application client provides useful business functions to the Bylaws and Enforcement inspectors through an easy to use and intuitive mobile application running on their smartphone

The mobile application connects to AMANDA backend system through a secure and robust cloud based mobile backend system. The mobile application is login protected so that only users authorized within the AMANDA system are able to use it. Once authenticated, the inspectors are able to view their inspection tasks that are created and assigned to them in AMANDA. Inspectors can then carry out the inspection task(s) by taking pictures. They can also add notes and assign an AMANDA result code to the inspection. When the inspector is ready to submit the completed report back to the AMANDA system, they can simply submit from the field from within the application.

The inspectors can also create new AMANDA folders from the field, can add new people and properties from the field. For the purpose of creating new notices or modifying existing notices an optional cloud based web application is made available to the Bylaw and Enforcement department AMANDA administrator. The departmental AMANDA Administrator can use this cloud hosted forms application builder to create new notices or modify existing notices. 'mobilINSPECT - Bylaws & Enforcement' auto synchronizes these modified/new notices with all devices that are authorized to use mobilINSPECT - Bylaws & Enforcement (assuming this module is subscribed to by the city).

The application handles connectivity issues from the field intelligently to ensure Data is delivered to the back-end AMANDA system. It also allows inspectors to save their report in draft mode if needed, which can be retrieved later and submitted on completion.

An easy and intuitive user interface and other features such as on-screen annotations make it easy for the Bylaws and Enforcement inspectors to capture accurate notes and deficiencies and focus on their business function.

The quality and bandwidth of the Wi-Fi or mobile data connection being used can have a bearing on the queue size of the pending submissions list. It is highly advised that enterprise grade Wi-Fi and data connectivity be used for optimal performance.

**Partho will advise the client on the OS/API levels and minimum compatible smartphone to be used on the platform chosen by the client i.e. Android or iOS. Client will need to upgrade the device OS levels to the required OS/API levels. The client has the choice to either choose Android or iOS platform for their filed devices but not both.

3 'mobilINSPECT - Bylaws & Enforcement' - Project Plan

For the development, installation and customization of the mobilINSPECT application, Partho Technologies shall undertake the following activities:

- **Initiate a kick-off meeting** with all stakeholders followed by the creation of a project schedule that will detail activities to be undertaken by Partho and a schedule from inception to Go-live of the application for the Client. **Deliverable:** Project Schedule
- **Fit-Gap analysis:** The Partho team will setup meetings with the Client (City of London)– Bylaw & Enforcement business team and the Client's IT team to conduct a fit-gap analysis. The objective of this Fit-Gap Analysis will be to understand any specifics around the BFES inspections business process of the Client. A pre-requisite for the fit-gap analysis is that the Client should have available the necessary web services to integrate with the backend Amanda system. Client must make available relevant resources and subject matter experts for these meetings. **Deliverable:** Fit-Gap Analysis document
- Provisioning of the mobile application and middleware including development of code, chargeable as Professional Services, to integrate with the backend Amanda system.
- Provisioning a VPN based hybrid cloud setup for connecting to the backend AMANDA system
- Conduct QA cycles to test the functioning of the mobile application with the cloud based middleware and Amanda service backend.
- Conduct UAT with a subset of the users to ensure the application is working with their devices. Partho Technologies will conduct a UAT (user acceptance testing) in conjunction with Client's staff, to ensure that the provisioned users are able to use the application as per specification. UAT to also include Security Assessment testing of the application performed by the City, with issues raised remediated by Partho Technologies. The roll out to the staff of the Client will be done once UAT is signed off. The criteria for sign off on UAT would be that there are no severity 1 defects and less than 3 severity 2 defects related to the custom development effort with the agreement of the City. Ex . integration to the AMANDA system. No changes or updates will be entertained on other parts of the Application.

- User training on usage of the application. **Deliverable:** User Training documentation and hands on ‘Train the trainer’ for the designated ‘City of London Trainer’ .
- Conduct Production readiness and contingency plan along with the Client business and IT team.
- Release the enterprise app to the Mobile Application Center for the respective platform(s) and provision access so provisioned users can download the mobile application.
- User guides for full capability of the app to be provided by Partho.

4 Services Work Schedule

No.	Milestones	Partho Technologies estimated Due Dates for Achieving Milestone
1	Kick-off meeting	2-3 Weeks from the date of execution of Agreement by both parties
2	Fit-Gap analysis	6 weeks from completion of #1
3	Development, configuration and integration with AMANDA backend including VPN based hybrid cloud setup to link to back-end AMANDA and internal QA	10 Weeks from completion of #2 (Add 3 weeks if Forms Builder is also subscribed)
4	User Acceptance Testing	6 weeks from completion of #3
5	Training	1 week from completion of #4
6	Go Live	1 week from completion of #5

Partho Technologies will be responsible for achieving each milestone listed above by the due date set forth above. Partho Technologies will make reasonable effort to meet the above outlined milestone timelines. Partho Technologies will inform the City immediately if it believes that it will not meet any such timelines.

The City will be responsible to schedule its resource to help achieve each milestone by the due date set forth above. The City acknowledges that Partho Technologies’ successful timely performance of the Services and each milestone is dependent on the active participation and collaboration of the City, its Authorized Users, employees, contractors, agents and representatives. The City shall, and shall cause its Authorized Users, employees, contractors, agents and representatives to act reasonably and co-operate fully with Partho Technologies with respect to Partho Technologies’ performance of the Services and milestones. Partho Technologies will not be held liable for any delay or cost or expense caused as a result of the delay caused by City Of London and its Authorized Users, employees, contractors, agents and representatives, including, without limitation, milestone delay due to City resource scheduling.

5 Terms and Conditions

5.1 Client Project Team Members

The project team members assigned by the Client to manage the provision of the Services shall be: Safeta Sertovic, Coordinator, Planning & Economic Development, City of London.

5.2 Client Responsibilities

In accordance with Section 8(b)i. of the Agreement, the Client will provide Partho Development with the following:

- name and contact information of the Project Sponsor, Project Manager, AMANDA Administrator(s)/SME and Network Administrator(s);
- appropriate boardroom/workplace or virtual meetings through Teams or similar technology for any meetings, training, support and/or maintenance required;
- the data connectivity (e.g. VPN connection) as required by Partho Development; and
- other technical data, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Partho, as agreed to in writing between the Client and Partho Development.

6 Contract Term

mobilINSPECT Bylaw & Enforcement is offered as managed service with a term commitment and an option to renew as per the original service agreement

The term of the Agreement (“Term”) shall commence on the Initial Term Start Date (identified below) and shall continue for the Initial Term Commitment (identified below) (“Initial Term”), subject to renewal.

Initial Term Commitment – As per the remaining term of the main agreement

Initial Term Start Date – April 1, 2018

Initial Term Expiration Date – Same as the main agreement

All renewals will be as per the main agreement (for 5 year terms)

7 mobilINSPECT- Bylaw & Enforcement Fees & Milestones

7.1 Software Service and Pricing

This Software Service and Pricing Schedule is effective upon the Software as a Service Agreement Effective Date as in this SOW-I. This Software Service and Pricing documents the Service (defined above) being purchased by Client City of London ("Client") under the terms and conditions of the Software as a Service Agreement.

Price Components

'mobilINSPECT- Bylaw & Enforcement' is offered as a managed SaaS to the City of London

The pricing has the following components -

Initial Setup Fee

An initial onetime setup fee of \$29,700.00 will grant City of London, Department of Bylaw & enforcement rights to use 'mobilINSPECT- Bylaw & Enforcement App' for 10 unique devices** initial fee is only payable once and will not be recharged at the renewal of the term. This price includes the onetime set up fee for the following optional modules –

- Folder Creation in the field

Optional Modules

The initial setup fee for the following optional Modules:

- Map view - \$9000.00
- Nearby Construction -\$2500.00
- Forms Builder - \$9500.00

Integration Fee

The implementation of 'mobilINSPECT- Bylaw & Enforcement for City of London , Department of Bylaw & Enforcement requires integration with their current backend inspection system AMANDA. Partho will charge a one-time integration Professional Services fee of \$24,300.00.

Operational Annual Fee

'mobilINSPECT- Bylaw & Enforcement is a managed SaaS service. For the first ten devices, City of London will pay an operational fee of \$15,000/year upfront at beginning of each year through the remainder of the agreement term.

For every additional device over the 10th device an additional fee of \$400/year/device will be payable. This fee will be payable in full and will not be prorated irrespective of what time of the operational year the device is activated.

If Forms Builder is also subscribed an annual operational fee of \$1000 plus applicable taxes will be added to the annual operational fee

Non-Production Environment

Partho team will provide a non-production environment during UAT for testing of the App.

Client Billing Information

Billing Department Name: Municipal Compliance, Planning and Economic Development

Billing Department Address:300 Dufferin Ave, Room 706, London, ON N6B 1Z2

Contact Name: Michelle Vivinetto, Executive Assistant

Contract Phone number:519 661 2500 ex 4538

Contact email: mvivinetto@london.ca

7.2 Milestone Payment

The implementation payment milestones will be as below –

First payment at signing of this SOW G - \$27,000.00

Second Payment at completion of UAT - \$27,000.00

If the optional modules are subscribed then 50% of their initial set up fee will be added to the first payment and the second 50% will be added to the second payment

Go-live & Operation Support Year 1 - \$15000/year plus \$400/user/year for number of user devices exceeding ten. If Forms Builder is also subscribed an annual operational fee of \$1000 plus applicable taxes will be added to the annual operational fee. This will be payable 4 weeks from the date of Go-Live.

Operational Support Year 2 to year 5 or to end of term whichever is earlier- \$15000/year plus \$400/user/year for number of user devices exceeding ten payable on the anniversary date of go-live each year. If Forms Builder is also subscribed an annual operational fee of \$1000 plus applicable taxes will be added to the annual operational fee.

8 Approval

This SOW has been agreed to and executed by the Parties to be effective as of the date written in the initial recital of the SOW.

IN WITNESS WHEREOF the parties have executed this SOW-G by their authorized officers

PARTHO TECHNOLOGIES INC.

Per: _____

Name: VINOD VYAS

Position: Director & Senior Partner

I have authority to bind the corporation.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

George Kotsifas

Deputy City Manager, Planning and Economic Development

Bill No. 458
2021

By-law No. A.-_____ -____

A by-law to approve a Change Order to the Master Services Agreement between Nimble Information Strategies Inc. and The Corporation of the City of London.

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

AND WHEREAS The Corporation of the City of London (“City”) is a delivery agent designated by the Minister of Children, Community and Social Services to administer the *Ontario Works Act, 1997*;

AND WHEREAS the Ministry, as part of the Social Assistance Modernization Strategy, has implemented Electronic Document Management;

AND WHEREAS the City and Nimble Information Strategies Inc. entered into a Master Services Agreement on December 21, 2020 (“Master Services Agreement”) with respect to Electronic Document Management;

AND WHEREAS it is deemed expedient for the City to amend the Master Services Agreement by executing a Change Order;

AND WHEREAS it is appropriate to authorize the Deputy City Manager, Social and Health Development to execute the Change Order on behalf of the City;

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

1. The Change Order (attached as Schedule 1 to this By-law), which amends the Master Services Agreement, is authorized and approved.
2. The Deputy City Manager, Social and Health Development is authorized to execute the Change Order authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council October 5, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Change Order

Change Order Identification																																							
Name	City of London Life Stabilization		ID #																																				
Date Change Order Submitted	08/30/2021	Priority (Low/Moderate/High/Critical)																																					
Date Last Updated		Impact (Low/Moderate/High)																																					
Description & Rationale																																							
<p>Prepared by the person requesting the change. Brief description of the change. Why is this change needed (specific numbers if possible)? What will be the impact if the change is not implemented?</p>																																							
<p>City of London Life Stabilization has approximately 8,500 client master files that require digitization prior to December 31, 2021. It is estimated that each client master file folder contains approximately 175 physical pages with 15% of the 175 pages being duplex (double-sided). Therefore, each physical client file folder will generate approximately 201 images. The client master file digitization was not included in the initial Statement of Work. The change is being implemented to support increased efficiencies for document management and access within SAMS. Additionally, digitization of active files aims to enhance information security and align with provincial modernization priorities.</p> <p>Scope:</p> <ul style="list-style-type: none"> Nimble Information Strategies Inc. will be responsible to ensure all active files are packed, securely moved from City of London Life Stabilizations locations, manifested, registered and received into the Nimble facility located in Markham Ontario. For 5 City of London Life Stabilization offices (identified below), on or before December 31, 2021 (unless all parties agreed to a change in date) all historic master files for retention, as determined by the governing record series, will be scanned, indexed and retrievable by City of London staff in electronic format. <ul style="list-style-type: none"> Citi Plaza: 355 Wellington Street, Suite 248 London East: 1-1835 Dundas Street. Northland Mall: 107-1275 Highbury Ave. South London Community Centre: 1119 Jana Boulevard Westmount Shopping Centre: 785 Wonderland Rd. South Where possible Services will align with the requirements of the MCCSS Records and Document Management Standard on MCCSS Records Digitization Process Guideline. Scanning and indexing will be completed as per the SA-EDM Scanning Guide. <table border="1"> <thead> <tr> <th colspan="5">Ontario Works - City of London</th> </tr> <tr> <th>Master File Digitization</th> <th>Case Files</th> <th>Images</th> <th>Cost Per Image</th> <th>\$Cdn</th> </tr> </thead> <tbody> <tr> <td>Ontario Works - City of London</td> <td>8,500</td> <td>1,708,500</td> <td>0.18</td> <td>307,530</td> </tr> <tr> <td>File Pack & Move Services - 5 Locations</td> <td></td> <td></td> <td></td> <td>20,000</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td>327,530</td> </tr> <tr> <td>Contingency of 5% on image estimate</td> <td></td> <td></td> <td></td> <td>15,400</td> </tr> <tr> <td>Total with Contingency</td> <td></td> <td></td> <td></td> <td>342,930</td> </tr> </tbody> </table>					Ontario Works - City of London					Master File Digitization	Case Files	Images	Cost Per Image	\$Cdn	Ontario Works - City of London	8,500	1,708,500	0.18	307,530	File Pack & Move Services - 5 Locations				20,000	Total				327,530	Contingency of 5% on image estimate				15,400	Total with Contingency				342,930
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Total with Contingency				342,930																																			
Assessment																																							
<p>Prepared by the project team. List the project areas/tasks that will be affected by the change, the resulting benefit, as well as the impact on the schedule and budget.</p>																																							

Areas Affected	Benefits	Schedule Impact	Budget Impact
Active Client Master Files	<ul style="list-style-type: none"> • File content in digital format, loaded to provincial OPSDocs system. • Improved control and access for client information. • Reduce physical file storage footprint and reliance on paper documents. 	Digitization needs to be completed on or before Dec.31, 2021	\$342,930.00

Recommendations

Describe the options that have been considered. Explain pros and cons of various implementation strategies. Make a recommendation as to how this change could be implemented.

As per section 10.1(3) of the Master Services Agreement, authorized changes will be attached to the applicable Schedule and shall form part of the Master Services Agreement as if originally set out in the agreement and will have effect accordingly. The signed Change Order Request will be added as an addendum to the existing Statement of Work. The client master file digitization program will be implemented upon acceptance of this Change Request Form. The draft plan to support the digitization timeline is under review by Nimble Information Strategies Inc. The backfile (digitization of client files) will provide risk mitigation to the City of London OW offices and client information will be readily available to City of London Life Stabilization staff within SAMS.

Acceptance & Sign-Off

Identify the decision-making body that will approve/reject this change.

<input type="checkbox"/> Approved as Requested	<input type="checkbox"/> Approved with Changes	<input type="checkbox"/> Rejected
--	--	-----------------------------------

Prepared By:		Amanda Circelli	
		Manager, Evaluation & Systems Planning	
Approved By:		Kevin Dickins	
		Deputy City Manager, Social and Health Development	
	Signature		Date

Comments

Quality Control Process

The following quality control process, outlined in this appendix, apply to the City of London Client Master File Digitization.

Nimble will provide the following services in support of quality control requirements

Receipt Controls (100% of Batches)

Note: Digital Day 1 document images originate from the OW office and are forwarded to Nimble via SFTP.

- Tag all grouped Documents with a Package Tracking ID
- Ensure all documents have a unique ID
- Batch documents in groups of 200 (or less) and Tag All Batches with Nimble Tracking ID
- Flag exceptions and route to exception handling process

Receipt Controls (Emails): (100% of Batches)

- Tag all Emails with a Unique Package Tracking ID
- Ensure all emails received have a unique ID
- Tag all attachments received with a unique document ID
- Batch Emails in groups of 200 and Tag All Batches with Nimble Tracking ID
- Flag exceptions and route to exception handling process

Receipt Review Controls: (Conducted during project start up)

- Verify Package IDs and Nimble Batch IDs are present
- Verify receipt counts match physical counts
- Verify Junk items to confirm they are sorted correctly

Manifest Registration Controls: (As Required)

- Log all charts/folders in box and verify against client manifest (If provided)
- Verify if chart/record demographic data is present in Master Data
- Flag exceptions and route to exception handling process
- Generate Header barcodes (if applicable)

Prep Review Controls: (Conducted during project start up)

- Verify Package IDs and Nimble Batch IDs are present
- Ensure correct barcoded header page is inserted (if applicable)
- Ensure Records properly prepared for scanning

Scanning Controls:

Electronic Document Import Controls: (100% of Batches)

- Electronic documents are imported and assigned a unique batch ID and Nimble Tracking ID
- 100% of all electronic documents received are logged into a tracking database
- 100% of all electronic documents are run through Antivirus software
 - Documents failing virus or malware checks are removed and quarantined
 - Document tracking up updated with results
- Images normalization processes convert non-standard documents to TIF format to facilitate data extraction processing
 - Exceptions are removed from the normalization process and logged
 - Exceptions are loaded to the Exception portal for review
- Where possible Document clean-up is performed on the TIF images to maximize data classification
 - Image border removal
 - Image de-skewing
 - Image de-speckling

QC Scan Controls: (100% of Batches)

Classification Controls: (100% of Batches)

- All images and packages within a batch are processed
- Exceptions are flagged and identified based on exception processing guidelines
 - Exceptions are loaded to Exception portal for customer review

Verification \ Index Controls: (100% of Batches)

- Level 1 indexes are verified against Master data (if available)
- Level 1 indexes are verified based on business rules (i.e. MOD 10)
- Form ID entries validated against Master Form ID table
- Document Date entries are formatted to correct regional setting

- Manifest (if available) is validated against chart \folder level indexing
- Exceptions are flagged and identified based on exception processing guidelines
 - Exceptions are loaded to Exception portal for customer review

Quality Assurance Controls: (Statistically relevant sampling of a percentage of files)

- Application controls prohibit more than 1 user accessing a batch at once
- Quality Assurance Acceptance Levels:
 - Package ID: 100% accurate
 - Level 1 Index: 100% accurate
 - Structured Form ID document identification: 99.9% accurate
 - Unstructured document identification: 90%
 - Secondary Metadata Elements: 92-94% accurate
 - Non-OCR Data entry capture: 80% accurate

Post Process Export Controls: (100% of Batches)

- Box is electronically checked to ensure the following;
 - All fields are populated and contain valid data
 - All chart \records in batch indexed that are manifested
 - All chart \records and accounts exist in Master Data
 - All Document Types exist in Master form id table
 - All images can be opened

Post Upload Delivery Controls: (100% of Batches)

- 100% of batches received have been converted and uploaded to client
- 100% of charts \ folders in manifest have been converted and uploaded to client
- 100% of images created from output scripts have been uploaded to client

SmartCloud Archive Validation Controls: (if available)

- Closed loop validation of all images exported by Nimble confirming they have been imported into SmartCloud system.

Bill No. 459
2021

By-law No. CPOL.-114()-___

A by-law to amend By-law No. CPOL.-114-366, as amended, being “Flags at City Hall” Policy to provide for that on September 30th of each year the “Every Child Matters Flag” will be flown on the Community Flag Pole to recognize the National Day for Truth and Reconciliation (National Orange Shirt Day).

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-114-366, as amended, being “Flags at City Hall” Policy to provide for that on September 30th of each year the “Every Child Matters Flag” will be flown on the Community Flag Pole to recognize the National Day for Truth and Reconciliation (National Orange Shirt Day);

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

1. By-law No. CPOL.-114-366, as amended, being “Flags at City Hall” Policy, is hereby amended by deleting Schedule “A” to the By-law in its entirety and by replacing it with the attached new Schedule “A”.
2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on October 5, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Schedule “A”



London
CANADA

Flags at City Hall

Policy Name: Flags at City Hall

Legislative History: Adopted September 19, 2017 (By-law No. CPOL.-114-366); Amended July 24, 2018 (By-law No. CPOL.-114(b)-417); Amended June 11, 2019 (By-law No. CPOL.-114(c)-158); Amended August 10, 2021 (By-law No. CPOL.-114(d)-247);

Last Review Date: October 5, 2021

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy sets out the requirements for the flying of flags at City Hall.

2. Definitions

2.1 Not applicable.

3. Applicability

3.1 This policy shall apply to any person or organization seeking to fly a flag at City Hall.

4. The Policy

4.1 Flags at Front Entrance of City Hall

- a) The following flags shall be permitted to be flown at City Hall on the flag poles over the front entrance of City Hall:
 - i) flags deemed by the City Clerk to be in accordance with the flag etiquette of Canada as established by Heritage Canada (restricted to the flag of the City of London, Canadian provinces, the Canadian flag, the personal flags and standards of the Royal Family and the Governor General and the Lieutenant Governors throughout Canada, the Royal Union flag, and the flags of the United Nations, the North Atlantic Treaty Organization and the Commonwealth); and,
 - ii) an appropriate flag on the occasion of a visiting dignitary, on the day of the dignitary’s visit to London City Hall, as a gesture of respect and friendship.

4.2 Flags in City Hall

- a) As an annual observance to recognize the anniversary of the London Township Treaty, the five signatory First Nations (Chippewas of the Thames First Nation, Chippewas of Kettle and Stoney Point First Nation, Walpole Island First Nation, Aamjiwnaang First Nation and Caldwell First Nation) shall be invited to have their flags displayed on September 7th of each year, in City Hall. In the event that September 7th falls on a day on which City Hall is closed, the flags shall be displayed on the first day prior to September 7th that City Hall is open for business.

4.3 Community Flag Pole

- a) The following flags shall be permitted to be flown at City Hall on the Community Flag Pole installed at the northwest corner of City Hall, facing Wellington Street:
 - i) the Canadian flag at such times as there is no flag of a charitable or non-profit organization or the “Every Child Matters Flag” to be flown as provided for in 4.3a)ii) and iii), or at such times as the half-masting of a flag is in order, as provided for under 4.5c), below;
 - ii) to celebrate achievement, the flag of a charitable or non-profit organization to help increase public awareness of their programs and activities; an organization that has achieved national or international distinction or made a significant contribution to the community, or an organization that has helped to enhance the City of London in a positive manner; and,
 - iii) the “Every Child Matters Flag” to be flown on September 30th of each year to recognize the National Day for Truth and Reconciliation (National Orange Shirt Day).
- b) The following guidelines shall be observed for the flying of flags permitted under 4.3a)ii), above:
 - i) the organization’s flag will fly in connection with a particular event by an organization;
 - ii) no flags of commercial, religious or political organizations shall be permitted;
 - iii) no flags of a group or organization whose undertakings or philosophy are contrary to City of London policies or by-laws, or espouse hatred, violence or racism shall be permitted;
 - iv) an organization’s flag shall be flown no more than once per calendar year;
 - v) organizations shall be required to submit requests for their organization’s flag to fly on an annual basis;
 - vi) a flag shall be flown for a period of up to one week, or for the duration of the associated event, whichever is less; and,
 - vii) flags shall only be raised and lowered on those business days that City Hall is open.

4.4 Flags at Back Entrance of City Hall

- a) The following flags shall be permitted to be flown at City Hall on the flag poles over the back entrance of City Hall facing Reginald Cooper Square:
 - i) The flags of all the provinces and territories and the Canadian Flag are hung, in order of confederation, over the back entrance facing Reginald Cooper Square. The Canadian Flag is hung as per the standards outlined in the National Flag of Canada Etiquette issued from the Federal Government.
- b) The precedence for flag order (from left to right) as per the Position of Honour is as follows:
 - i) the National Flag of Canada;
 - ii) the flags of other sovereign nations in alphabetical order (if applicable);
 - iii) the flags of the provinces of Canada (in the order in which they joined Confederation); and,
 - iv) the flags of the territories of Canada (in the order in which they joined Confederation).

- c) The flags are raised in the spring, and removed before winter.

4.5 General

- a) The City Clerk will administer the policy for the flying of flags at City Hall.
- b) The following guidelines shall apply to resolving conflicts arising from this policy:
 - i) conflicts between the flying of flags in accordance with 4.1a)i) and 4.1a)ii) shall be settled firstly in favour of those flags being flown in accordance with 4.1a)i) and secondly in favour of those flags being flown in accordance with 4.1a)ii);
 - ii) conflicts between the flying of flags in accordance with 4.3a)i) and 4.3a)ii) shall be settled firstly in favour of those flags being flown in accordance with 4.3a)i) and secondly in favour of those flags being flown in accordance with 4.3a)ii);
 - iii) conflicts between the dates requested for flags to be flown by two or more organizations on the Community Flag Pole shall be settled in favour of the organization which first made its request; and,
 - iv) in the event there is a dispute between an organization and the City Clerk as to the eligibility of a request, the appeal process shall be through the Standing Committee of Council whose mandate it is to deal with such matters, with the Municipal Council having full and final say as to whether or not the request to fly a flag will be granted.
- c) The following guidelines shall be observed for the half-masting of the Canadian flag on the Community Flag Pole:
 - i) the flying of the Canadian flag at half-mast denotes a period of official mourning or commemoration;
 - ii) the City of London will fly the Canadian flag on the Community Flag Pole at half-mast in the event of a death or to commemorate a solemn occasion. The Canadian flag will be lowered at the direction of the Mayor. In consultation with the Mayor, the City Clerk will provide instruction to lower the Canadian flag on the Community Flag Pole;
 - iii) the position of the Canadian flag when flying at half-mast will depend on its size, the length of the mast and its location; but as a general rule, the centre of the Canadian flag shall be exactly half-way down the mast;
 - iv) the official period of mourning is defined as the day of passing until the day of the funeral; and,
 - v) the Canadian flag will be flown at half-mast on the Community Flag Pole to commemorate the following occasions:

Date	Occasion
April 28	National Day of Mourning for Persons Killed or Injured in the Workplace
August 9	Peacekeepers' Day
Last Sunday in September	National Peace and Police Officers' Memorial Day
November 11	Remembrance Day*
	*Half-masting shall occur at 11:00 a.m. or according to the prescribed order of service at the Cenotaph.
December 6	National Day of Remembrance and Action on Violence Against Women

Bill No. 460
2021

By-law No. CPOL.-127()-___

A by-law to amend By-law No. CPOL.-127-379, as amended, being “Illumination of City of London Buildings and Amenities” Policy to provide for City of London buildings and amenities be lit orange on September 30th of each year to recognize National Day for Truth and Reconciliation (National Orange Shirt Day).

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-127-379, as amended, being “Illumination of City of London Buildings and Amenities” Policy to provide for City of London buildings and amenities be lit orange on September 30th of each year to recognize National Day for Truth and Reconciliation (National Orange Shirt Day).

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

1. By-law No. CPOL.-127-379, as amended, being “Illumination of City of London Buildings and Amenities”, is hereby amended by deleting Schedule “A” to the By-law in its entirety and by replacing it with the attached new Schedule “A”.
2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Schedule “A”



London
CANADA

Illumination of City of London Buildings and Amenities

Policy Name: Illumination of City of London Buildings and Amenities

Legislative History: Adopted September 19, 2017 (By-law No. CPOL.-127-379);
Amended July 24, 2018 (By-law No. CPOL.-127(a)-422)

Last Review Date: October 5, 2021

Service Area Lead: City Clerk

1. Policy Statement

- 1.1 This policy sets out the requirements for lighting City of London buildings and amenities for community events and awareness.

2. Definitions

- 2.1 Not applicable.

3. Applicability

- 3.1 This policy shall apply to any person or organization seeking the illumination of those City of London buildings and amenities which have multi-colour capable LED lighting.

4. The Policy

- 4.1. The use of multi-colour capable LED lighting installations on some City of London buildings and amenities provides a unique opportunity to display the official colour associated with a charitable or non-profit organization or a City of London event, in order to create awareness of and/or celebrate an organization or a City of London event.

The following guidelines shall be observed:

Eligibility:

- a) Organizations making a lighting request must be charitable or non-profit organizations.
- b) Charitable or non-profit organizations making a lighting request must have undertakings or philosophies that are in keeping with City of London policies or by-laws, and must not espouse hatred, violence, or racism.
- c) City of London buildings and amenities shall not be illuminated for political, religious, or for-profit organizations or purposes.

Frequency/Timing:

- d) City of London buildings and amenities shall be illuminated no more than once per calendar year, per eligible outside organization, in order to maximize access to all eligible outside organizations.
- e) Lighting may be requested for up to one week, or for the duration of the associated event, whichever is less; noting that conflicts between two or more eligible charitable or non-profit organizations would be settled in

favour of the organization which first made its request, with City of London events taking precedence in all instances.

- f) The lighting period will begin and end only on those business days that City Hall is open and staff resources are available to program the lighting. All City of London buildings and amenities with multi-colour capable LED lighting installations shall be illuminated in a consistent manner to the extent that programming allows.
- g) Charitable or non-profit organizations will be required to submit lighting requests on an annual basis.

Exemptions:

- h) The City of London shall not be restricted as to the number of times, or the period for which, lighting is approved.
- i) The City of London may, at its discretion, illuminate each of its buildings or amenities with multi-colour capable LED lighting installations in a manner which is unique from one venue to the next.
- j) Notwithstanding the above, City of London buildings and amenities with multi-colour capable LED lighting installations shall be illuminated on the following occasions:
 - i) July 1: red and white for Canada Day
 - ii) November 10 and 11: red for Remembrance Day
 - iii) Rest of November: purple for Shine the Light on Woman Abuse
 - iv) December: red and green for the holidays
 - v) September 30: orange for National Day for Truth and Reconciliation (National Orange Shirt Day).

Administration of Policy:

- k) The City Clerk will administer this policy.
- l) In the event there is a dispute between an outside organization and the City Clerk as to the eligibility of a request, the appeal will be processed through the Corporate Services Committee and Municipal Council shall have full and final say as to whether or not the lighting request will be granted.

Bill No. 461
2021

By-law No. CPOL.- _____ - ____

A by-law to adopt “Members of Council Proof of COVID-19 Vaccination Policy”.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to adopt the “Members of Council Proof of COVID-19 Vaccination Policy” to assist in reducing the risk of COVID-19 in The Corporation of the City of London workplace and to provide a safe environment for Members of Council, Corporate employees, volunteers and the public to access and use City facilities and services;

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

1. The “Members of Council Proof of COVID-19 Vaccination Policy” attached Schedule “A” to this by-law is hereby adopted.
2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on October 5, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Schedule “A”



London
CANADA

Members of Council Proof of COVID-19 Vaccination Policy

Policy Name: Members of Council Proof of COVID-19 Vaccination Policy

Legislative History: Adopted October 5, 2021 (By-law No. CPOL.-xxx)

Last Review Date: October 5, 2021

Service Area Lead: City Clerk or their written designate

1. Policy Statement

The purpose of the Members of Council Proof of COVID-19 Vaccination Policy (“Policy”) is to reduce the risk of COVID-19 in The Corporation of the City of London workplace and to provide a safe environment for Members of Council, Corporate employees, volunteers and the public to access and use City facilities and services. COVID-19 is a highly contagious virus that spreads through respiratory droplets and aerosols. The City of London, as an employer, has an obligation under the *Occupational Health and Safety Act* to take every precaution reasonable in the circumstances to create a safe workplace.

In addition to the current health and safety precautions (personal protective equipment, physical distancing, frequent hand washing and hand sanitizing, frequent cleaning of high touch areas, COVID-19 screening, etc.), which will be maintained and revised in accordance with public health guidance, the City of London requires all Members of Council to:

- a) Provide proof of full vaccination against COVID-19; or
- b) Provide a written attestation of a medical reason(s) or Ontario Human Rights Code reason(s) for not being fully vaccinated against COVID-19.

The Policy which is indefinite in nature, is to address the risks and impacts of the COVID-19 Pandemic, noting the duration of the Pandemic is unknown. The Policy will be reviewed upon Council direction and/or at the initiative of the Civic Administration, as new information, data, and public health guidance regarding the COVID-19 pandemic evolves.

2. Definitions

“Active Screening” means the Province of Ontario COVID-19 self-assessment for COVID-19 symptoms.

“Attestation of a medical reason(s) or Ontario Human Rights Code reason(s)” means a written statement that sets out that the Member cannot be vaccinated against COVID-19 submitted to the City Clerk or their written designate on the “Proof of a Medical Reason(s) or an Ontario Human Rights Code Reason(s) for not being Vaccinated Against COVID-19” form attached to this Policy as Appendix “A”.

“Council” shall mean the Council of The Corporation of the City of London.

“Fully vaccinated” means having received the full series of a COVID-19 vaccine or a combination of COVID-19 vaccines approved by Health Canada or the World Health Organization; and having received the final dose of the COVID-19 vaccine at least 14 days ago.

“Member” shall mean a Member of Council and includes the Mayor.

“Proof of full vaccination against COVID-19” means the COVID-19 vaccination receipt issued by the Ontario Ministry of Health confirming the Member is fully vaccinated.

“Vaccinated” means to be “fully vaccinated”.

“Vaccination Receipt” means paper or e-receipt that individuals receive after vaccination. This receipt is also available for download on the provincial website.

3. Applicability

This Policy applies to all Members of Council of The Corporation of the City of London and includes the Mayor.

4. The Policy

4.1 Legislative Framework

This Policy operates together with, and as a supplement to the following legislation that governs the conduct of Members:

- a) *Human Rights Code*, R.S.O. 1990 c. H. 19 (“Ontario Human Rights Code”)
- b) *Municipal Act, 2001*, S.O. c. 25 (“Municipal Act”)
- c) *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c. M.56 (“MFIPPA”)
- d) *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1
- e) Code of Conduct for Members of Council (“Code of Conduct”)
- f) Integrity Commissioner Terms of Reference
- g) Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)
- h) Applicable by-laws and policies of Council as adopted and amended from time to time

4.2 Application of the Policy

- a) All Members to whom the Policy applies shall comply with one of the following:
 - i) provide proof of full vaccination against COVID-19 by October 20, 2021 to the City Clerk or written designate; or
 - ii) provide a written attestation of a medical reason(s) or Ontario Human Rights Code reason(s) for not being vaccinated against COVID-19 by October 20, 2021 submitted to the City Clerk or their written designate on the “Proof of a Medical Reason(s) or an Ontario Human Rights Code Reason(s) for not being Vaccinated Against COVID-19” form attached to this Policy as Appendix “A”; or
 - iii) where a Member has not received any dose of the COVID-19 vaccine or has received one dose and has not yet received their second dose, the Member shall receive their first dose of the COVID-19 vaccination series by October 20, 2021, submitting proof to the City Clerk or written designate, and provide proof of full vaccination against COVID-19 by November 19, 2021 to the City Clerk or written designate.
- b) Regardless of vaccination status, all Members shall:
 - i) complete daily Active Screening for COVID-19 symptoms; and
 - ii) where the Member fails Active Screening, advise the City Clerk or written designate, be tested for COVID-19, and not enter City facilities/buildings until they have provided written verification to the City Clerk or written designate that enables the City Clerk or written designate to confirm their ability to return to in-person attendance at City facilities/buildings, prior to attending City facilities/buildings. Verification includes, but is not limited to, a negative COVID-19 test result.
- c) Members who are on a leave of absence are not required to comply with sections 4.1 a) and b) so long as they remain on a leave of absence. Members must comply with this Policy prior to returning to their duties.
- d) Members are required to comply with this Policy. The Code of Conduct requires that Members “shall adhere to such by-laws, policies and procedures adopted by Council that are applicable to them”. The City of London’s Integrity

Commissioner may consider complaints of non-compliance of this Policy by Members and review such complaints in accordance with “The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol” as set out in the Code of Conduct. The Integrity Commissioner may make recommendations regarding sanctions to Council in accordance with s.223.4(5) of the *Municipal Act, 2001* and the Code of Conduct.

- e) All Members must continue to adhere to all policies, procedures and directions related to COVID-19. These include, but are not limited to, personal protective equipment, physical distancing of at least two (2) metres where possible, frequent hand washing and hand sanitizing, frequent cleaning of high touch areas, and active COVID-19 screening.

4.3 Collection of Information and Privacy Considerations

All information gathered as part of the Policy, including personal health information, will be collected by The Corporation of the City of London and be retained and treated in compliance with the *Municipal Freedom of Information and Protection of Privacy Act*.

4.4 Ontario Human Rights Code Accommodations

Members requiring accommodations under the Ontario Human Rights Code within the context of the Policy may make such requests by advising the Director of People Services. The City of London is committed to fulfilling its obligations under the Ontario Human Rights Code.

4.5 Policy Implementation

Implementation of this Policy will be in accordance with applicable Council and/or Corporation by-laws, policies and procedures, and legislation.

All Members to whom the procedure applies shall provide proof of full vaccination or attestation of an Ontario Human Rights Code reason(s) or medical reason(s) in accordance with this Policy to the City Clerk or their written designate, by email, or in person.

Proof of full vaccination, written attestation of a medical reason(s) or an Ontario Human Rights Code reason(s) will be recorded in a secure City of London database and retained for one year, at a minimum. The person’s communication and copy of the vaccination receipt will be destroyed once entered into the secure City of London database. All information, including personal health information, will be treated in compliance with the *Municipal Freedom of Information and Protection of Privacy Act*.

Regardless of vaccination status, all Members attending in person at City facilities/buildings shall:

- a) complete daily, the Active Screening by means of the Province of Ontario COVID-19 self-assessment for COVID-19 symptoms; and
- b) where the Member fails Active Screening, advise the City Clerk or written designate, be tested for COVID-19, and not enter City facilities/buildings until they have provided written verification to the City Clerk or written designate that enables the City Clerk or written designate to confirm the Member’s ability to return to in-person attendance at City facilities/buildings, prior to attending City facilities/buildings. Verification includes, but is not limited to, a negative COVID-19 test result.

Members requiring any Ontario Human Rights Code accommodations under this Policy may request accommodations by advising the City Clerk or their written designate. The City of London is committed to fulfilling its obligations under the Ontario Human Rights Code.

Should the City Clerk or their written designate believe that a Member may be in non-compliance with this Policy, the City Clerk or their written designate shall forward the concern to the Integrity Commissioner for determination.

APPENDIX "A"



Proof of a Medical Reason(s) or an Ontario Human Rights Code Reason(s) for not being Vaccinated Against COVID-19 – Members of Council

Last Name:	
First Name:	

- I, _____ make oath or solemnly affirm and say that I have an Ontario Human Rights Code reason(s) for not being fully vaccinated against COVID-19 based on the following ground(s):

- I, _____ make oath or solemnly affirm and say that I have a medical reason(s) for not being fully vaccinated against COVID-19.

I am requesting that I be exempted from the vaccination requirements under the City of London "Members of Council Proof of COVID-19 Vaccination Policy".

Signature of Member

Date

As a reminder, your declaration is subject to expectations as set out in the Code of Conduct for Members of Council.

Thank you for your assistance.

City of London

NOTICE OF COLLECTION OF PERSONAL INFORMATION

The personal information collected on this form is collected under the authority of the *Municipal Act, 2001*, S.O. 2001, c. 25, and the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and will only be used to administer and implement the City of London's Members of Council Proof of COVID-19 Vaccination Policy. Questions about this collection should be addressed to the Manager, Records and Information Services at 300 Dufferin Ave., London, ON N6A 4L9. Tel: 519-661-2489 x5590, email: eskalski@london.ca.

Bill No. 462
2021

By-law No. C.P.-1284()-__

A by-law to amend the Official Plan for the
City of London, 1989 relating to 250-272
Springbank Drive.

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

1. Amendment No. __ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to modify a policy in Section 3.5 of the Official Plan for the City of London to permit an apartment building with a height of 15-storeys in place of 14-storeys while noting that the height in metres will remain unchanged.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 250-272 Springbank Drive in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with Policies for Specific Residential Areas of the Official Plan and consistent with the decision of the Ontario Municipal Board to allow an apartment building with a maximum height of 51 metres. The recommendation provides for the comprehensive development of the subject site resulting in an appropriate and compatible use and form of development.

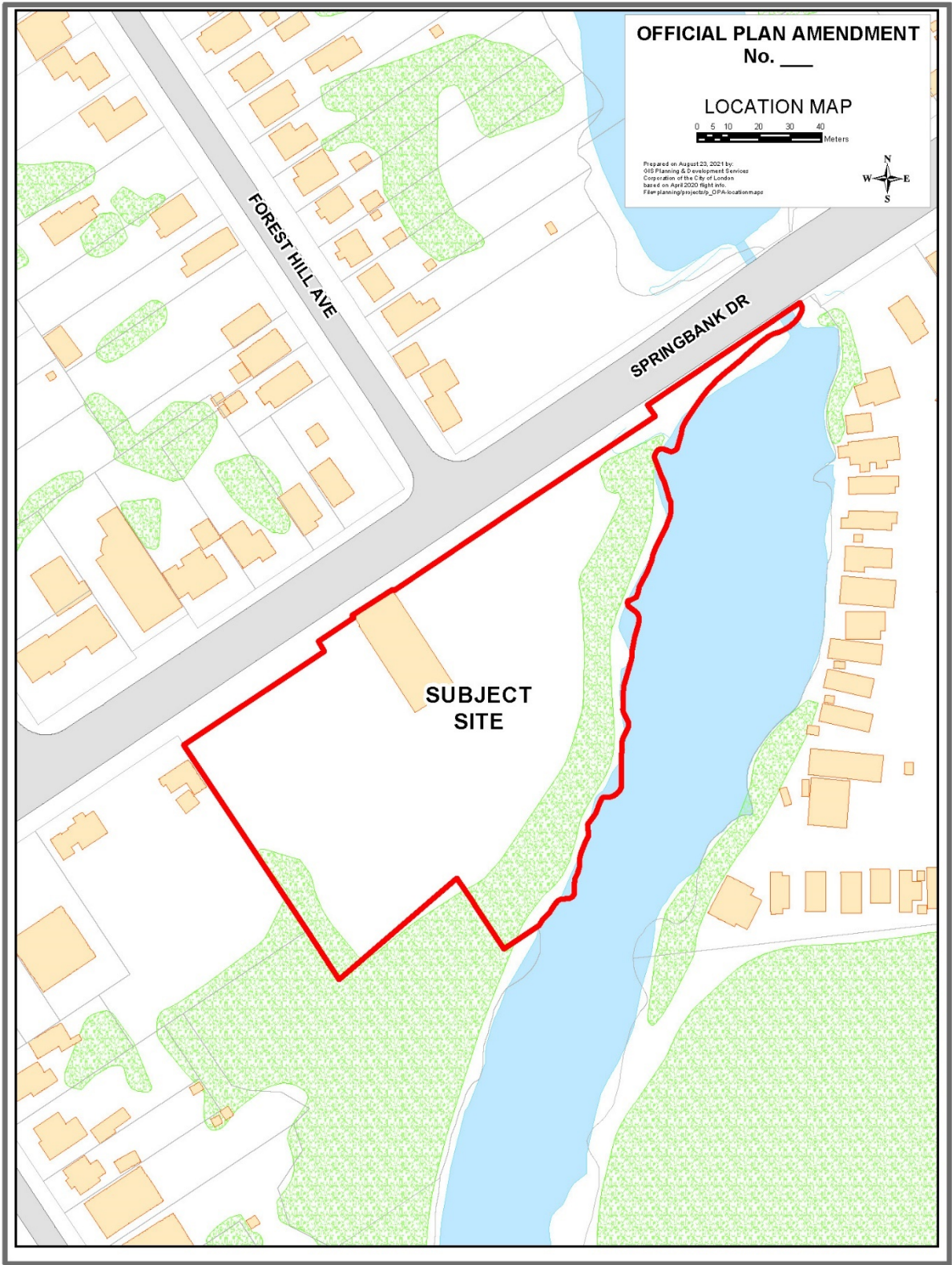
D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Section 3.5 – Policies for Specific Residential Areas of the Official Plan for the City of London is amended by modifying the following:

West Coves

By deleting the phrase “14-storeys” and replacing it with the phrase “15-storeys”



Bill No. 463
2021

By-law No. C.P.-1284()-__

A by-law to amend the Official Plan of the City of London, 1989 to designate the Argyle Core Area Community Improvement Project Area.

WHEREAS by subsection 28(2) of the *Planning Act*, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area covered by an official plan as a community improvement project area;

AND WHEREAS the 1989 Official Plan for the City of London contains provisions relating to community improvement within the City of London;

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

1. The Argyle Core Area Community Improvement Project Area, as contained in Schedule 1, attached hereto and forming part of this by-law, is designated.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act*, R.S.O. 1990, c.P.13.

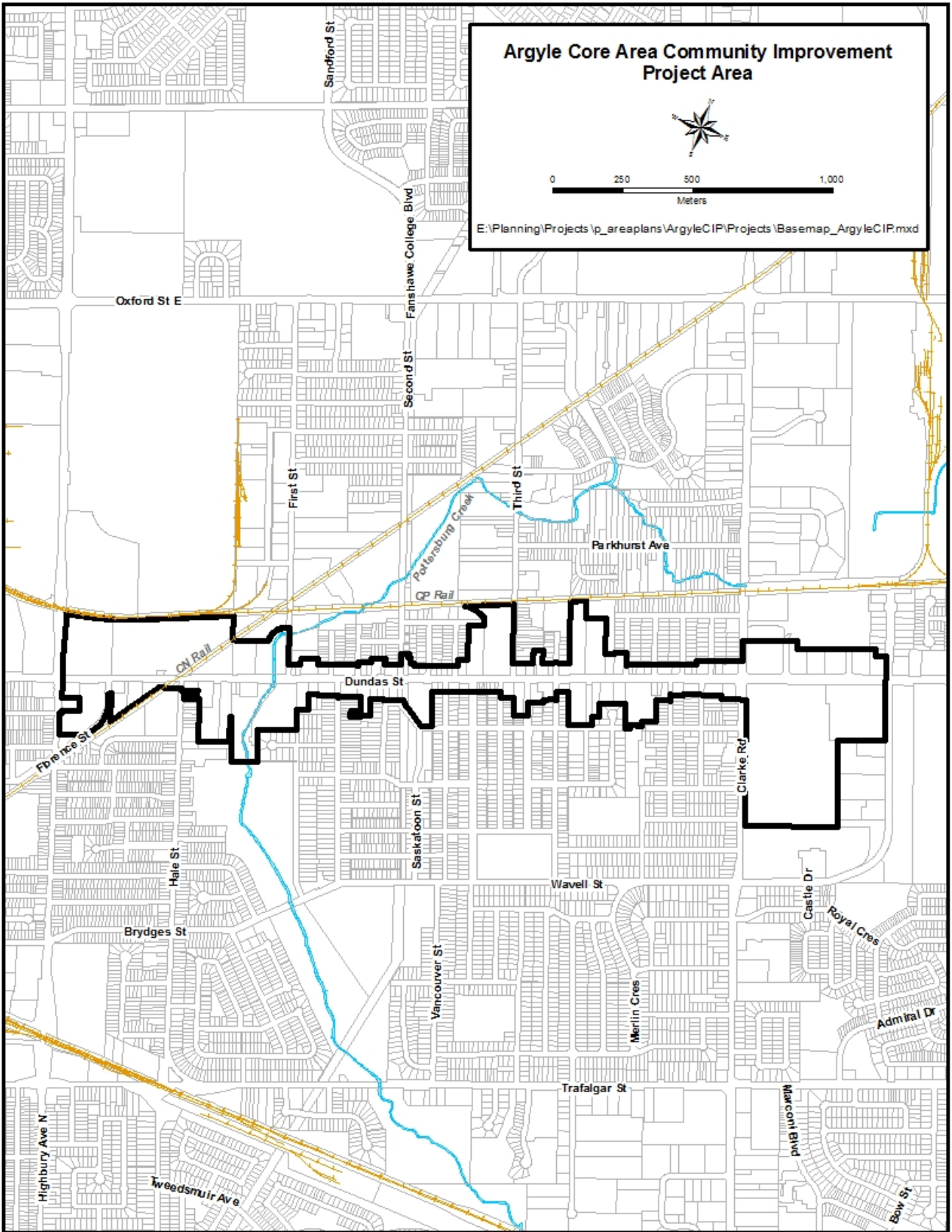
PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Schedule 1 – Argyle Core Area Community Improvement Project Area



Bill No. 464
2021

By-law No. C.P.-1284()-__

A by-law to amend the 1989 Official Plan for the City of London relating to the Argyle Core Area Community Improvement Project Area.

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

1. Amendment No. ____ to the 1989 Official Plan for the City of London Planning Area, as contained in Schedule 1 attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

AMENDMENT NO.
to the
1989 OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. to add a new clause to Section 14.2.2 ii) of the 1989 Official Plan to include the Argyle Core Area to the list of commercial areas eligible for community improvement; and,
2. to amend Figure 14-1 that will recognize the entire Dundas Street Corridor Project Sub-Area and Argyle Mall Project Sub-Area as commercial areas eligible for community improvement.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands in the City of London generally described as follows:

Dundas Street Corridor Commercial Area: properties having frontage on Dundas Street from Highbury Avenue North to Clarke Road; and,

Argyle Mall Area: properties having frontage on Dundas Street from Clarke Road to Wavell Street.

C. BASIS OF THE AMENDMENT

This Amendment will allow the entire Dundas Street Corridor Project Sub-Area and the Argyle Mall Project Sub-Area to be eligible for the financial incentives offered through the Argyle Core Area Community Improvement Plan.

D. THE AMENDMENT

The 1989 Official Plan for the City of London is hereby amended as follows:

14.2.2 ii)

(h) Dundas Street Corridor

This is the spine of the community designated as the Dundas Street Corridor Project Sub-Area of the Argyle Core Area Community Improvement Project Area. The area functions as a main gateway to Downtown and the “Main Street” of the Argyle community. The large volumes of traffic that pass through have contributed to a decline in the quality of the urban corridor environment. Dundas Street and its many stores, restaurants and other small businesses are conveniently located and provide residents with most of their day-to-day shopping needs.

(i) Argyle Mall Area

This area located east of the Dundas Street and Clarke Road intersection is designated as a Project Sub-Area of the Argyle Core Area Community Improvement Project Area. Anchored by the Argyle Mall, it also includes commercial properties to its north that provide for many day-to-day shopping needs and also includes the Argyle Shopping Centre transit terminal.

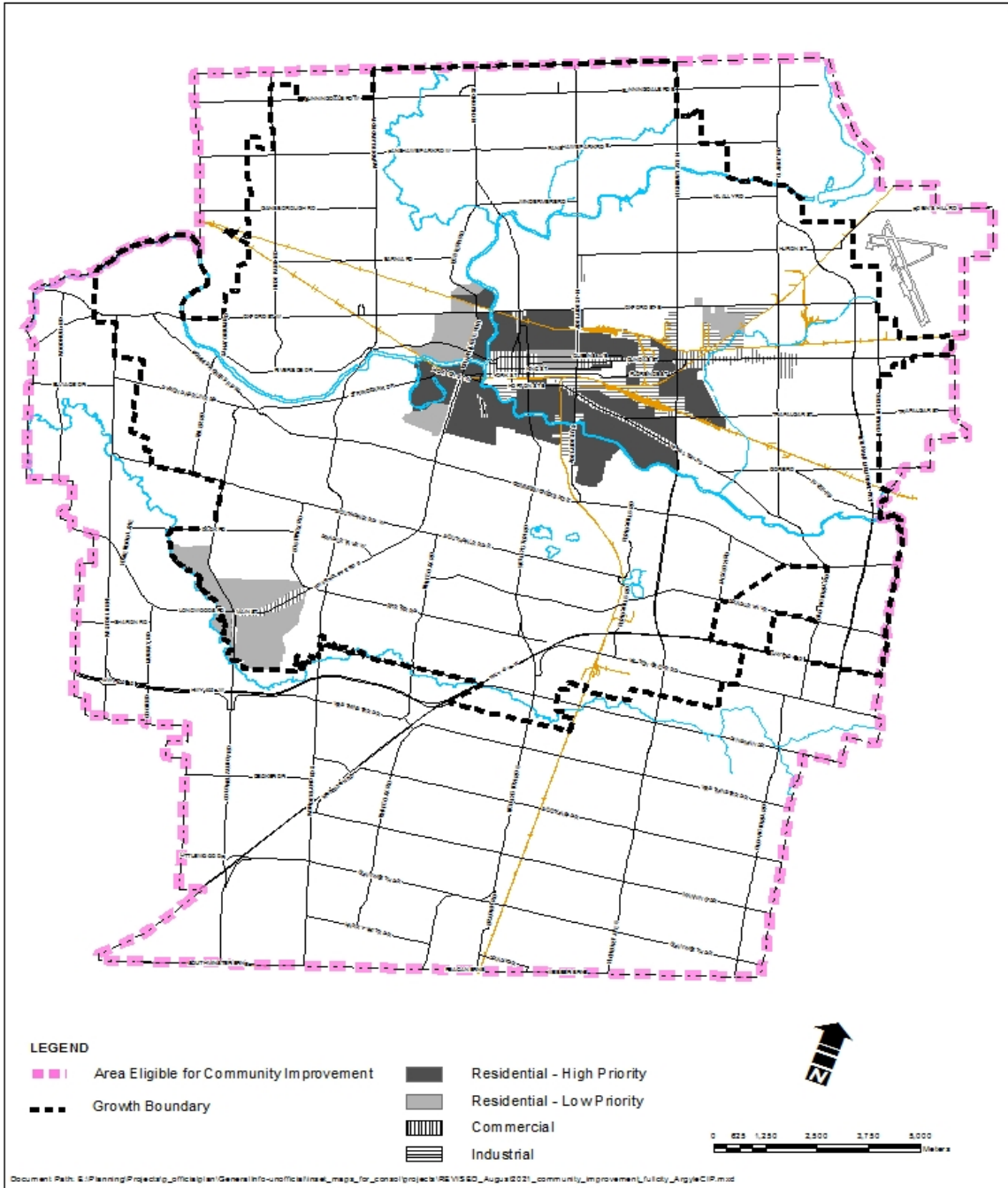
Figure 14-1, Areas Eligible for Community Improvement, to the 1989 Official Plan for the City of London Planning Area is amended by adding the boundary of the Argyle Core Area Community Improvement Project Area as indicated on “Schedule 1” attached hereto.

Schedule 1 – Areas Eligible for Community Improvement

FIGURE 14-1

AMENDMENT NO.

AREA ELIGIBLE FOR COMMUNITY IMPROVEMENT



Bill No. 465
2021

By-law No. C.P.-1284()-__

A by-law to amend the Official Plan for the City of London, 1989 relating to 1938 and 1964 Commissioners Road East.

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

1. Amendment No. ____ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose is to change the land uses designation on Schedule “A” – Land Use of the Official Plan from “Low Density Residential” to “Multi-family, Medium Density Residential”.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands identified as a multi-family residential development block (Block 44) within a proposed draft plan of subdivision, File Number 39T-19501; located at 1938 and 1964 Commissioners Road East in the City of London.

C. BASIS OF THE AMENDMENT

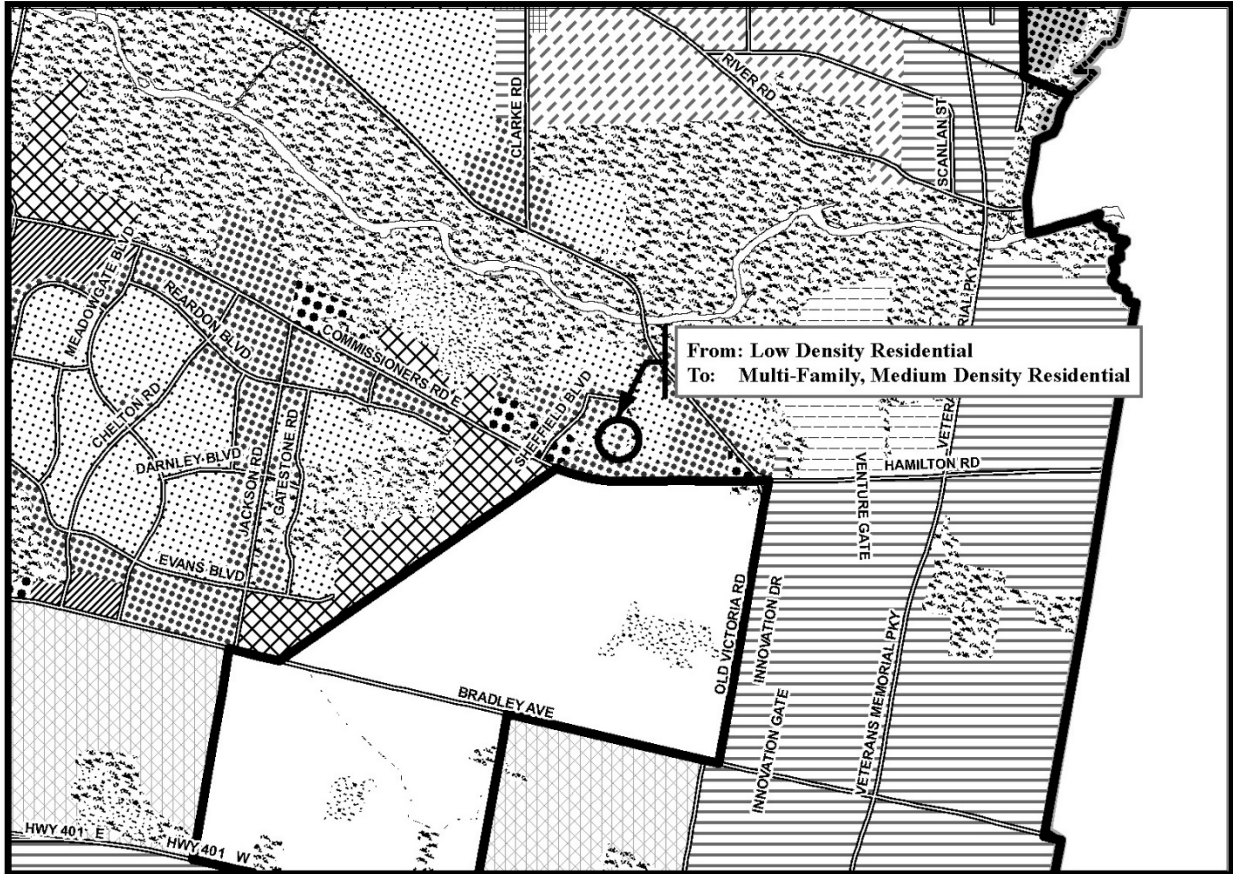
This amendment applies to a proposed multi-family block which has frontage on and access to a neighbourhood street known as Kettering Place. The site also fronts directly onto a neighbourhood park and backs onto open space lands consisting of a natural ravine and tributary. Site topography slopes down approximately 9 to 10+ metres from Kettering Place towards the top of the ravine. In order to maintain surface water and groundwater flow contributions directed to the ravine, on-site stormwater attenuation controls including surface water collection and a rear yard infiltration system are to be incorporated into the development of the multi-family block. These measures will be implemented through the subdivision engineering drawings and approved site plan and Development Agreement.

The adjacent hydro corridor easement poses a further constraint on the size and configuration of the development block. Recognizing these physical and development constraints, a small-scale, low-rise apartment building alone or in combination with cluster townhouses would be considered appropriate for the site at this location. This type of use is considered compatible and a good fit with the existing adjacent low density residential and multi-family, medium density developments surrounding the neighbourhood park. The proposed amendment is consistent with the Provincial Policy Statement 2020, and the Multi-family, Medium Density Residential policies in the 1989 Official Plan.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Schedule “A”, Land Use to the Official Plan for the City of London Planning Area is amended by changing the designation of a portion of the lands located at 1938 and 1964 Commissioners Road East, as indicated on “Schedule 1” attached hereto, from “Low Density Residential” to “Multi-family, Medium Density Residential”.



From: Low Density Residential
To: Multi-Family, Medium Density Residential

Legend

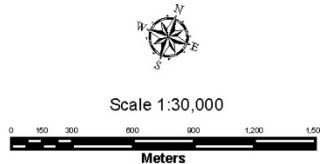
- | | | |
|---|--|-------------------------|
| Downtown | Multi-Family, Medium Density Residential | Office Business Park |
| Wonderland Road Community Enterprise Corridor | Low Density Residential | General Industrial |
| Enclosed Regional Commercial Node | Office Area | Light Industrial |
| New Format Regional Commercial Node | Office/Residential | Commercial Industrial |
| Community Commercial Node | Regional Facility | Transitional Industrial |
| Neighbourhood Commercial Node | Community Facility | Rural Settlement |
| Main Street Commercial Corridor | Open Space | Environmental Review |
| Auto-Oriented Commercial Corridor | Urban Reserve - Community Growth | Agriculture |
| Multi-Family, High Density Residential | Urban Reserve - Industrial Growth | Urban Growth Boundary |

This is an excerpt from the Planning Division's working consolidation of Schedule A to the City of London Official Plan, with added notations.

**SCHEDULE 1
 TO
 OFFICIAL PLAN**

AMENDMENT NO. _____

PREPARED BY: Graphics and Information Services



FILE NUMBER: 39T-19501 / Z-9015

PLANNER: LM

TECHNICIAN: RC

DATE: 2021/08/06

Bill No. 466
2021

By-law No. C.P.-1512()-__

A by-law to amend The London Plan for the City of London, 2016 relating to relating to 250-272 Springbank Drive.

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

1. Amendment No. ____ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Urban Corridor Place Type which implements a decision of the Ontario Municipal Board and add the subject lands to Map 7 – Specific Policy Areas – of The London Plan to permit a two tower residential development with a maximum height of 15-storeys through the use of Bonus Zoning.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 250-272 Springbank Drive in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the Provincial Policy Statement 2020, and conforms to The London Plan, including affordable housing, city design and specific area policies. The recommendation provides for the comprehensive development of the subject site resulting in an appropriate and compatible use and form of development and implements the decision of the Ontario Municipal Board

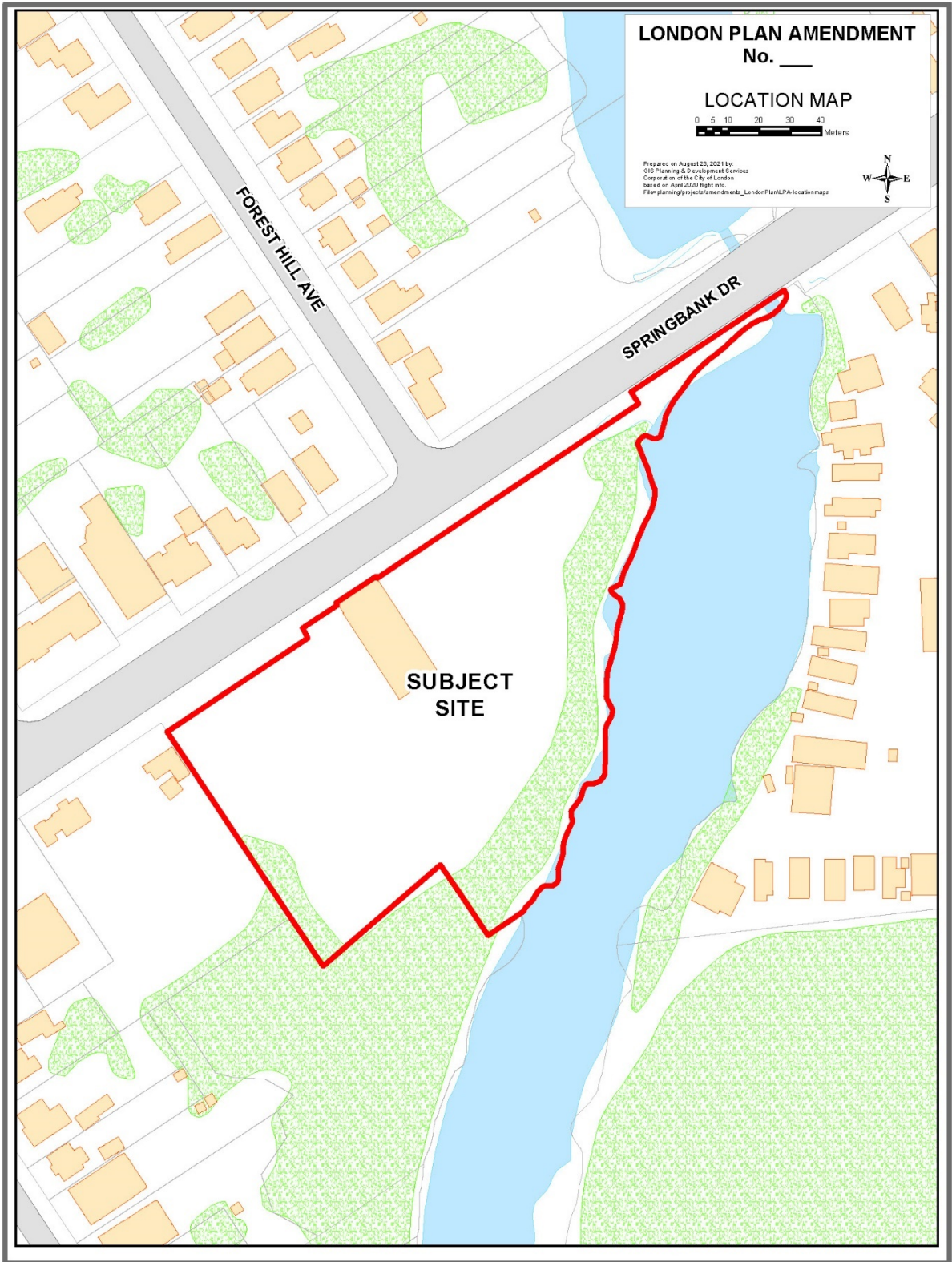
D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

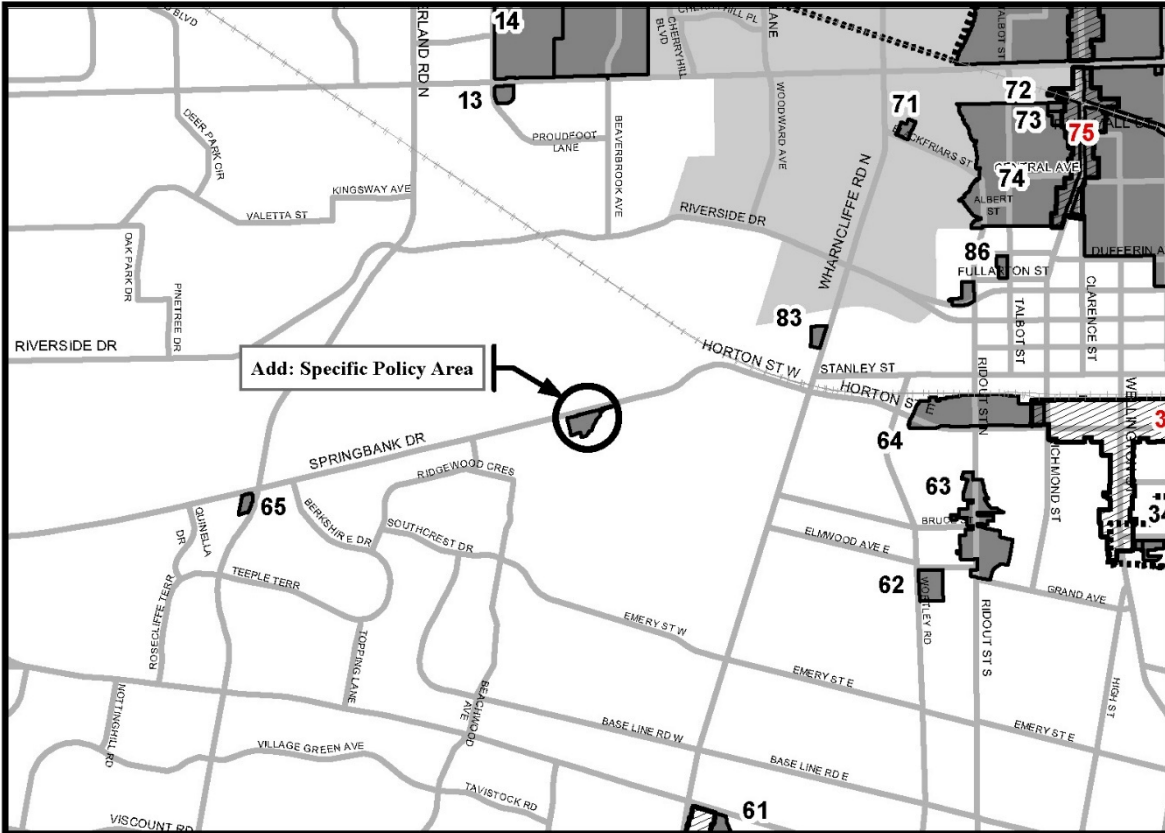
1. Policy (864_) - Specific Policies for the Rapid Transit and Urban Corridor Place Type - of The London Plan for the City of London is amended by adding the following:

() In the Urban Corridor Place Type at 250-272 Springbank Drive a bonus zone may be permitted to allow for a two tower residential development with a maximum height of 15-storeys (51.0m) and a density of 306 units per hectare.

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 those lands located at 250-272 Springbank Drive in the City of London, as indicated on “Schedule 1” attached hereto.



AMENDMENT NO:



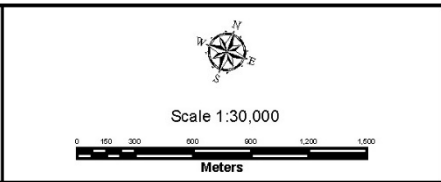
<p>LEGEND</p> <ul style="list-style-type: none"> Specific Policies Rapid Transit and Urban Corridor Specific-Segment Policies Near Campus Neighbourhood Secondary Plans 	<p>BASE MAP FEATURES</p> <ul style="list-style-type: none"> Streets (See Map 3) Railways Urban Growth Boundary Water Courses/Ponds
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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: Z-9310

PLANNER: AR

TECHNICIAN: RC

DATE: 8/23/2021

Document Path: E:\Planning\Projects\p_officialplan\workconsolid\00\amendments_LondonPlan\Z-9310\Z-9310_AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

Bill No. 467
2021

By-law No. C.P.-____-____

A by-law to amend The London Plan for the City of London to add the Argyle Core Area Community Improvement Project Area.

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 by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To amend Map 8 (Community Improvement Project Areas) in Appendix 1 (Maps) of The London Plan for the City of London to add the Argyle Core Area Community Improvement Project Area.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands generally defined as fronting Dundas Street between Highbury Avenue North and Wavell Street, including the Argyle Mall located at the intersection of Dundas Street and Clarke Road.

C. BASIS OF THE AMENDMENT

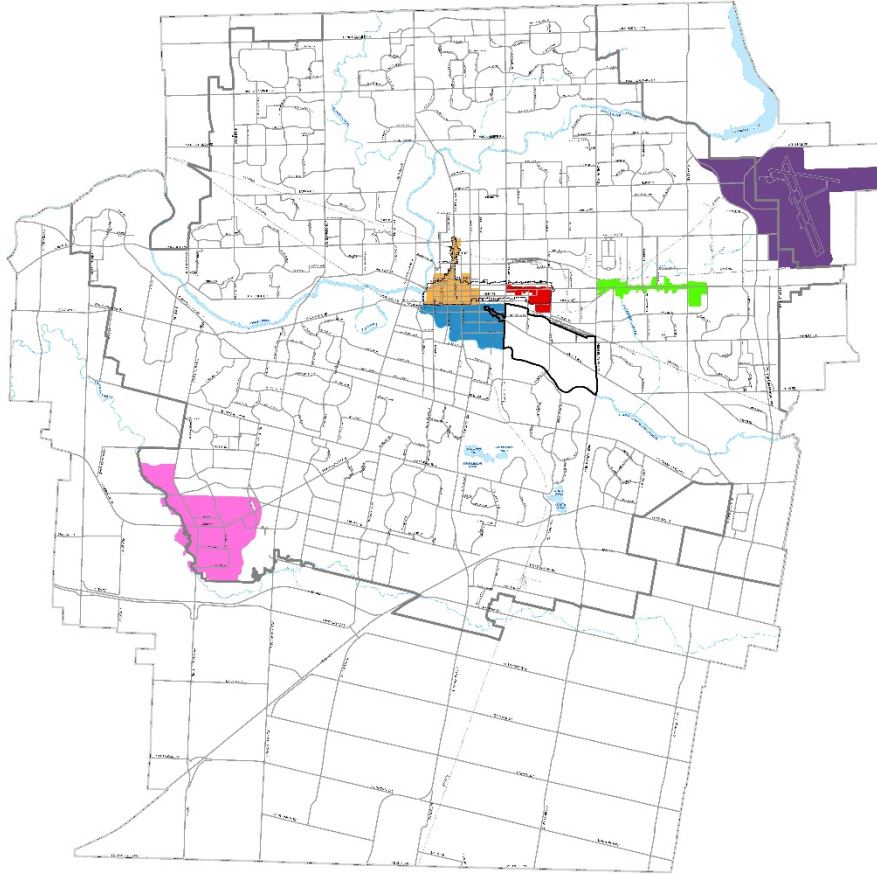
This Amendment is to facilitate a multifaceted strategy to establish a long-term vision for improvement for the Argyle Core Area through the preparation of a Community Improvement Plan applicable within the area outlined in this amendment.

D. THE AMENDMENT

The Official Plan, 2016, The London Plan is hereby amended as follows:

Map 8 – Community Improvement Project Areas is amended by adding the boundary of the Argyle Core Area Community Improvement Project Area, as indicated on “Schedule 1” attached hereto.

MAP 8 - COMMUNITY IMPROVEMENT PROJECT AREAS



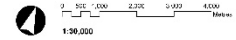
LEGEND

- Area Community Improvement Project Area
- Area Community Improvement Project Area
- Area Community Improvement Project Area
- Area Community Improvement Project Area
- Area Community Improvement Project Area
- Area Community Improvement Project Area

NOTE: The Project Area (PA) is defined by the City of London. The City of London is responsible for the implementation of the PA. The City of London is not responsible for the implementation of the PA by other organizations.

BASE MAP FEATURES

- Street (City of London)
- Water
- Water
- Rail



ADOPTED BY COUNCIL ON JUNE 23, 2016

APPROVED BY THE MINISTRY OF MUNICIPAL AFFAIRS ON DECEMBER 28, 2016

LONDON PLAN CONSOLIDATED MAY 28, 2021

THIS MAP MUST BE READ IN CONJUNCTION WITH THE TEXT OF THE LONDON PLAN

While every effort has been made to ensure that the mapping is accurate, a reader should verify all information and data on the map before making any decisions. The City of London is not responsible for any errors or omissions. © 2021 City of London. All rights reserved.

Bill No. 468
2021

By-law No. C.P.-1512()-__

A by-law to amend The London Plan for the
City of London, 2016 relating to 1938 and 1964
Commissioners Road East.

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

1. Amendment No. __ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on October 5, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a Specific Policy for the Neighbourhoods Place Type to permit, in addition to the uses permitted in the Neighbourhoods Place Type, a low-rise apartment building up to 4 storeys, and to add the subject lands to Map 7 – Specific Policy Areas, of The London Plan.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands identified as a multi-family residential development block (Block 44) within a proposed draft plan of subdivision, File No. 39T-19501; located at 1938 and 1964 Commissioners Road East in the City of London.

C. BASIS OF THE AMENDMENT

This amendment applies to a proposed multi-family block which has frontage on and access to a neighbourhood street known as Kettering Place. The site also fronts directly onto a neighbourhood park and backs onto open space lands consisting of a natural ravine and tributary. Site topography slopes down approximately 9 to 10+ metres from Kettering Place towards the top of the ravine. In order to maintain surface water and groundwater flow contributions directed to the ravine, on-site stormwater attenuation controls including surface water collection and a rear yard infiltration system are to be incorporated into the development of the multi-family block. These measures will be implemented through the subdivision engineering drawings and approved site plan and Development Agreement.

The adjacent hydro corridor easement poses a further constraint on the size and configuration of the development block. Recognizing these physical and development constraints, a small-scale, low-rise apartment building alone or in combination with cluster townhouses would be considered appropriate for the site at this location. This type of use is considered compatible and a good fit with the existing adjacent low density residential and multi-family developments surrounding the neighbourhood park. The proposed use is consistent with the Provincial Policy Statement 2020, and with the use, form, and intensity policies of The London Plan.

D. THE AMENDMENT

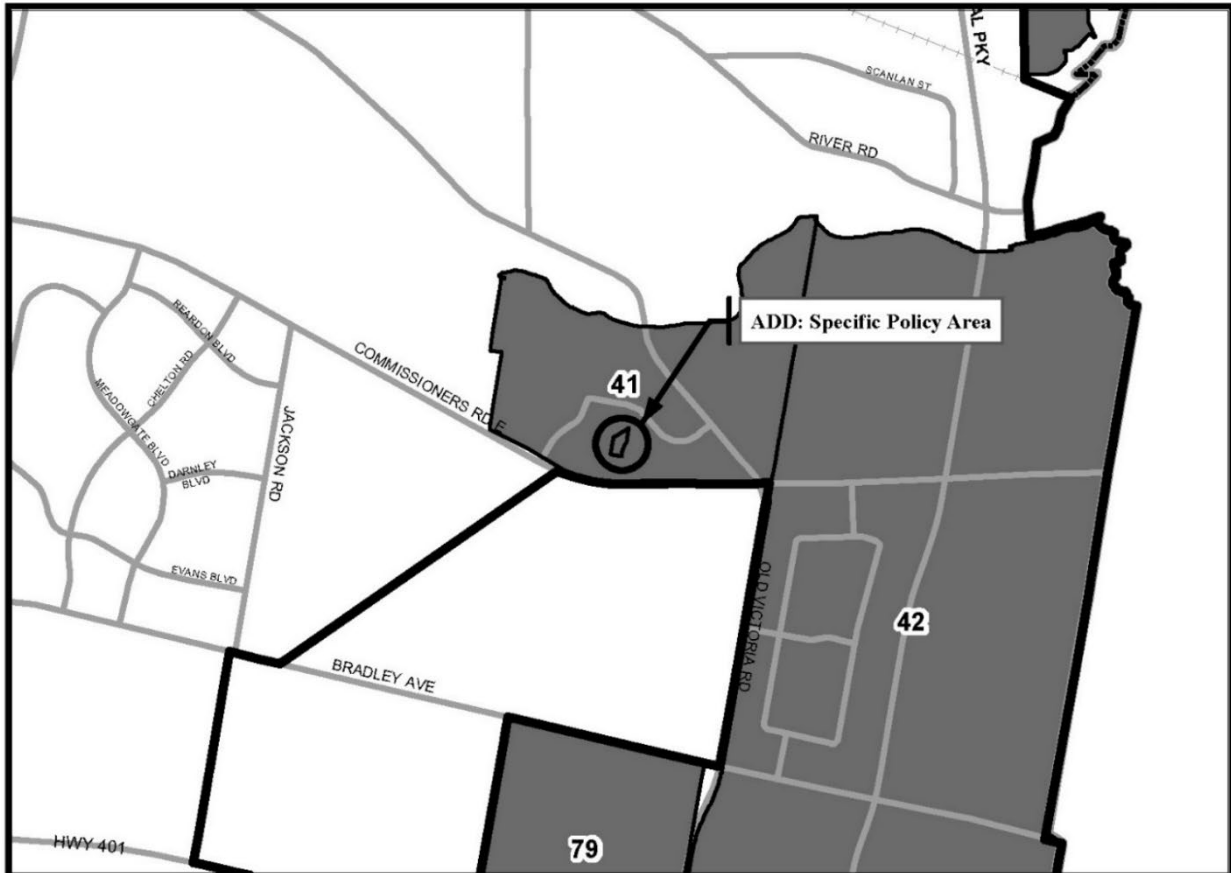
The London Plan is hereby amended as follows:

1. Specific Policies for the Neighbourhoods Place Type of the London Plan for the City of London is amended by adding the following:

1938 and 1964 Commissioners Road East

() In the Neighbourhoods Place Type applied to the lands located at 1938 and 1964 Commissioners Road East, an apartment building up to 4 storeys in height may be permitted.





2. Map 7 - Specific Policy Areas, to The London Plan for the City of London Planning Area is amended by adding a specific policy area for the lands located at 1938 and 1964 Commissioners Road East in the City of London, as indicated on "Schedule 1" attached hereto.



LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

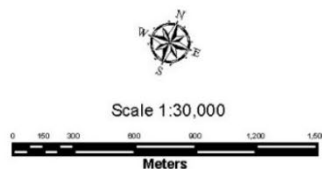
BASE MAP FEATURES

-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  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: 39T-19501 / Z-9015
PLANNER: LM
TECHNICIAN: RC
DATE: 8/31/2021

Bill No. 469
2021

By-law No. C.P.-_____-____

A by-law to adopt the Argyle Core Area
Community Improvement Plan.

WHEREAS by subsection 28(4) of the *Planning Act* enables the Council of a municipal corporation may to adopt a community improvement plan for a community improvement project area;

AND WHEREAS the Council of The Corporation of the City of London has, by by-law, designated a community improvement project area identified as the Argyle Core Area Community Improvement Project Area;

AND WHEREAS the Argyle Core Area Community Improvement Project Area is in conformity with the 1989 Official Plan;

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

1. The Argyle Core Area Community Improvement Plan, attached hereto, is hereby adopted as the Community Improvement Plan for the area defined therein;
2. This By-law shall come into force on the day it is passed.

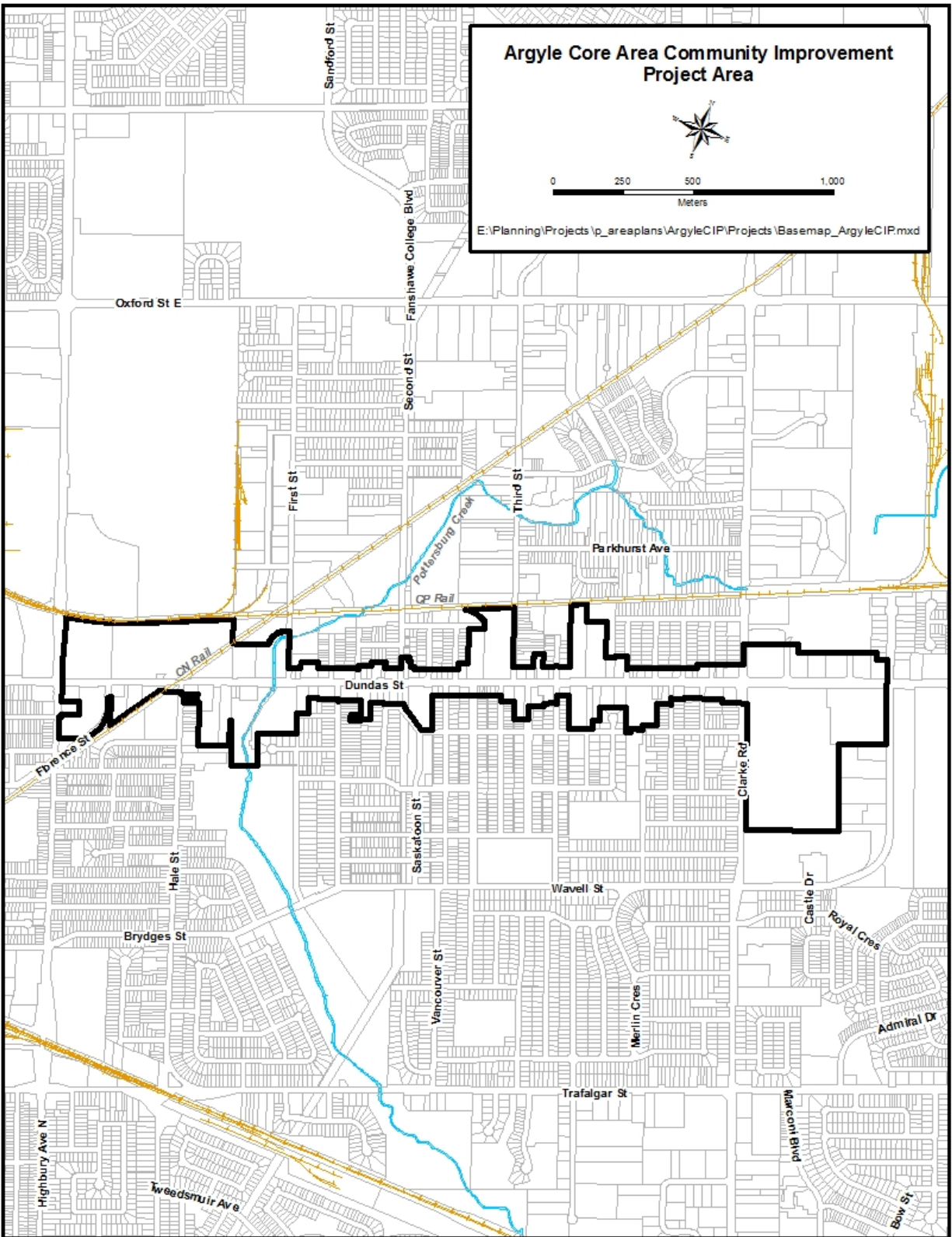
PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Schedule 1 – Argyle Core Area Community Improvement Project Area



Bill No. 470
2019

By-law No. C.P.-____-__

A by-law to establish financial incentives for the
Argyle Core Area Community Improvement
Project Area.

WHEREAS by subsection 28(2) of the *Planning Act*, the Council of a municipal corporation may, by by-law, designate the whole or any part of an area covered by an official plan as a community improvement project area;

AND WHEREAS by subsection 28(4) of the *Planning Act* enables Council of a municipal corporation to adopt a community improvement plan for the community improvement project area;

AND WHEREAS the 1989 Official Plan for the City of London contains provisions relating to community improvement within the City of London;

AND WHEREAS the Municipal Council of The Corporation of the City of London has by By-law designated a community improvement project area identified as the Argyle Core Area Community Improvement Project Area;

AND WHEREAS the Municipal Council of The Corporation of the City of London has by By-law adopted the Argyle Core Area Community Improvement Plan for the area identified as the Argyle Core Area Community Improvement Project Area;

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

1. The Argyle Core Area Community Improvement Plan - Financial Incentive Program Guidelines attached hereto as Schedule 1 is hereby adopted;
2. This By-law shall come into force on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Schedule 1 – Argyle Core Area Community Improvement Plan – Financial Incentive Program Guidelines

This program guideline package provides details on the financial incentive programs provided by the City of London through the Argyle Core Area Community Improvement Plan (CIP), which includes:

- Upgrade to Building Code Loan;
- Façade Improvement Loan; and,
- Rehabilitation & Redevelopment Tax Grant;

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How to Read this Document

Each of the financial incentive programs has its own specific Purpose, Program Objectives and Eligible Improvements. However, many components of the programs are shared, including: Definitions; Eligibility Criteria; Targeted & Non-Targeted Uses; Appeal of Refusal Section; Relationship to other Financial Incentive Programs; and, Monitoring & Discontinuation of Programs. Therefore, these program guidelines are arranged so that the shared Program information is set out at the beginning, and the details specific to individual programs are outlined in the program specific sections.

This document helps to identify the responsibilities of each stakeholder in the incentive program process. The initials **PO** indicate the Property Owner (or agent acting on behalf of the property owner) is responsible for completing that task or action, whereas the initials **CL** indicates that a City of London staff member holds the responsibility for that task or action.

PO – Check the map to locate your property in the Argyle Core Area Community Improvement Project Area – Dundas Street Corridor Project Sub-Area or Argyle Mall Project Sub-Area. After verifying the property location on the map, check Table 1 to verify the applicable program(s). Then proceed to review the rest of the program guidelines or use the Table of Contents to skip directly to a program to learn more about it and its eligibility information.

Map 1 – Argyle Core Area Community Improvement Project Area

Only properties located in the Argyle Core Area Community Improvement Project Area are eligible for financial incentives.

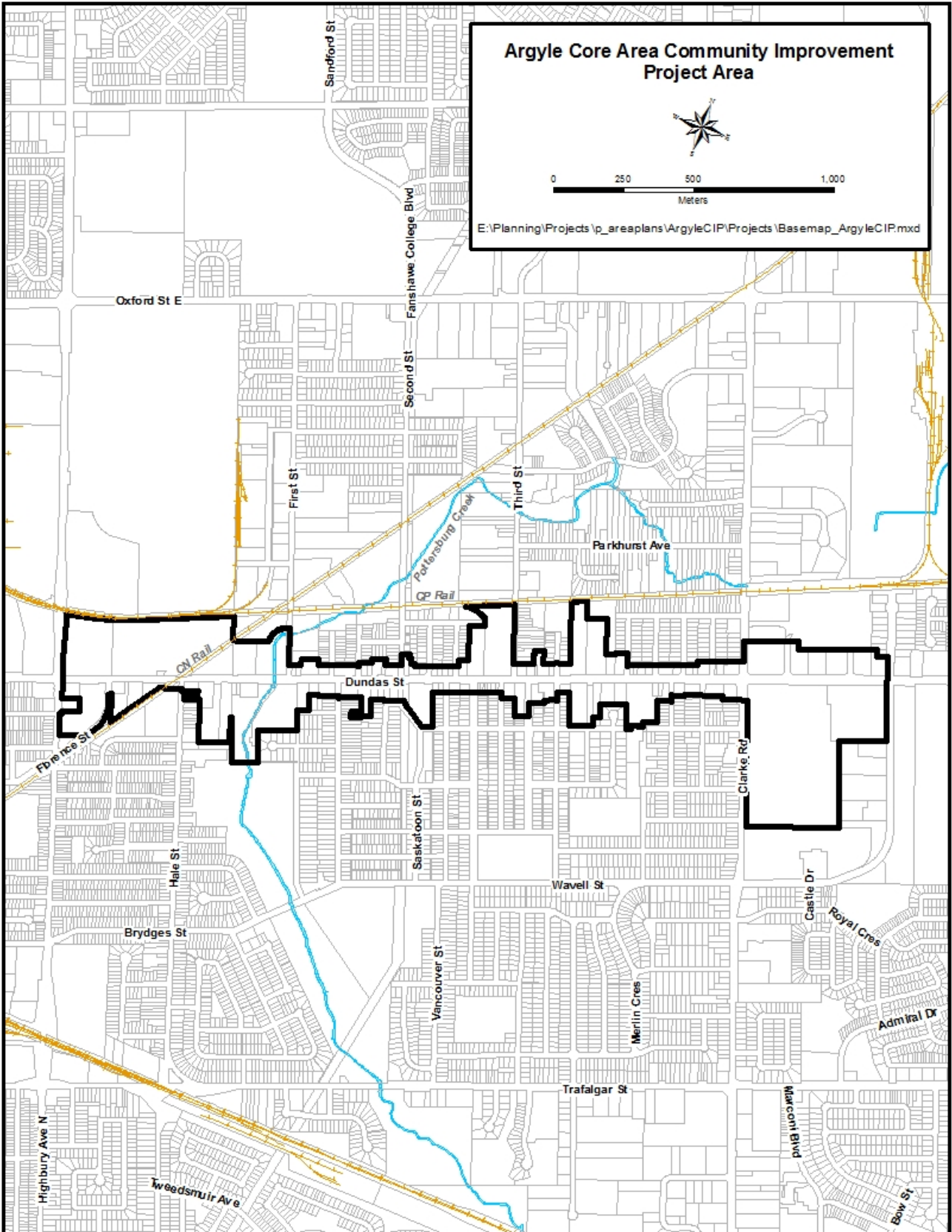


Table 1 – Financial Incentive Programs Offered in the Argyle Core CIP Project Area:

Financial Incentive Program	Argyle Core Area CIP Project Area (see map 1)
Façade Improvement Loan	√
Upgrade to Building Code Loan	√
Rehabilitation and Redevelopment Tax Grant	√

1. Definitions

Active Occupancy – The space being used by a business that is open, in operation and serving customers.

Annual Grant Amount – The annual grant is defined as the grant amount that would be given to the applicant in any one year of the ten-year grant period.

- For Tax Grant, this means each property owner will be given ten annual grants and the annual grant amount will change over this period depending upon year and grant level;
- For Forgivable Loans, this means the amount that would be given each year based on the *Yearly Grant Value* set out in the agreement and *Pro-rated Yearly Grant Percentage* which is based on ground floor occupancy;
- For the Combined Development Charge (DC)/Tax Grant, this means the amount that would be given to the applicant in any one year of the grant period. Each property owner will be given annual grants until such time as the value of Residential DCs have been repaid. The annual grant amount may change over the term of the grant period depending upon year and grant level.

Annual Grant Calculation – The annual grant for any single year will be calculated as follows, the *Annual Tax Increment* multiplied by the *Year/Level Factor*.

Annual Tax Increment – The incremental difference between the municipal portion of property taxes that would be paid for a full year before the improvement versus after the improvement. This can also be considered the tax increase that is directly related to the renovation or redevelopment project. This amount is fixed based on the tax rate at the time of pre-improved assessed value.

Annual Tax Increment Calculation – The annual tax increment will be calculated as follows, the annual taxes based on the post-improved assessed value less the annual taxes based on the pre-improved assessed value. This annual tax increment is fixed for the ten-year duration of the grant schedule. Changes to the tax rate, general reassessments or changes in tax legislation will not be considered for the purpose of calculating the annual tax increment.

Example:

Annual tax based on post-improved assessed value	\$100,000
- Annual tax based on pre-improved assessed value	- \$25,000
= <i>Annual Tax Increment</i>	= \$75,000

Approved Works – The materials, labour and/or effort made to improve a property that are determined to meet eligibility criteria under the incentive program requirements.

Applicant – The person who makes a formal application for a financial incentive program offered through the City's Community Improvement Plans. The person may be the owner of the subject property, or an agent, including a business owner who is occupying space on the subject property or contractor who has been retained to undertake improvements on the subject property. If the *Applicant* is not a registered owner of the property subject to the incentive program the *Applicant* will be required to provide authorization in writing from the registered owner as part of a complete application.

Calendar Year – The 12 months of the year commencing January 1 and ending December 31.

Commitment Letter – A document prepared by the City of London outlining its agreement with a property owner, to provide a future financial incentive – loan(s) and/or grant(s) – to a property owner, based on a redevelopment, rehabilitation and/or renovation project that the applicant has yet to undertake. The letter describes the specific scope of approved works that the property owner will undertake in order to receive the grant or loan.

Complete Application – Includes a completed application form for financial incentive program(s) with the property owner(s) signature and date, which is accompanied by:

- Complete drawings of the works to be undertaken (including a façade drawing for façade projects);
- Itemized list of specific improvements;

- Two (2) comparable quotations by qualified contractors showing cost estimates for each of the proposed works which are required to be included in the incentive program. In general, the lower of the two estimates will be taken as the cost of the eligible works. Cost estimates should be consistent with the estimate noted on the accompanying Building Permit (if required);
- A cover letter that summarizes the work to be completed and summarizes the provided quotations;
- A signed copy of the Addendum including the Hold Harmless Agreement, General Liability Insurance, and Contractor qualifications;
- A copy of the Building Permit (if required);
- A copy of the Heritage Alteration Permit (if required);
- Any other information that may be deemed necessary by the Director, Economic Services and Supports , or designate.

Development Charge – Means any Development Charge (DC) that may be imposed pursuant to the City of London’s Development Charge By-law under the Development Charges Act, 1997.

Discrete Building – Means any permanent structure which is separated from other structures by a solid party wall and is used or intended to be used for the shelter, accommodation, or enclosure of persons. To be a discrete building, the structure will have a distinct municipal address.

Dwelling unit – Means a suite operated as a housekeeping unit, used or intended to be used as a domicile by one or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities.

First storey – The storey that has its floor closest to grade and its underside of finished ceiling more than 1.8 m above the average grade.

Grant Cap – The maximum amount of money that the City will provide as a grant back to the property owner.

Maximum Yearly Grant Value – Grant values are established in the payment schedule which is included in the agreement between the City and the property owner. With respect to the forgivable loans the annual grant equals the yearly loan repayments multiplied by a percentage, to a cap, as shown below:

Program	Loan Amount	Forgivable Loan Portion	Considerations for Yearly Grant
Upgrade to Building Code	\$200,000 maximum	The lesser of a maximum of \$25,000 or 12.5% of the loan is eligible to be paid back in the form of grants over the term of the loan.	<ul style="list-style-type: none"> • Number of payments made in the previous <i>Calendar Year</i> • Number of months the main floor was actively occupied with a targeted use in previous <i>Calendar Year</i>
Façade Improvement	\$50,000 maximum	The lesser of a maximum of \$12,500 or 25% of the loan is eligible to be paid back in the form of grants over the term of the loan.	<ul style="list-style-type: none"> • Number of payments made in the previous <i>Calendar Year</i> • Number of months the main floor was actively occupied with a targeted use in previous <i>Calendar Year</i>

Municipal Portion of Property Tax – For the purposes of the Tax Grant program, property taxes refer only to the municipal portion of the property taxes paid, and does not include such charges/taxes/levies as education, water, sewer, transit or phase-in.

Non-Targeted Area – Lands within the Argyle Core Area Community Improvement Plan Project Area which are eligible for incentive programs however are not eligible for consideration of Forgivable Loans.

Non-Targeted Uses – The use occupying the ground floor of a building which is permitted under the land use zone but not listed as a targeted use. Please refer to Section #2 for a full list of *Targeted* and *Non-Targeted Uses*.

Post-Improved Assessed Value – For the purpose of calculating the *Annual Tax Increment*, the *Post-Improved Assessed Value* of the property will be established based on:

- i. Completion of the project as identified by the applicant; and
- ii. Completion of the reassessment of the property by the Municipal Property Assessment Corporation (MPAC) such that the work done at the project completion date (defined in i. above) is recognized. Note: Receiving the *Post-Improved Assessed Value* from MPAC may take one to two years or longer.

Pre-improved Assessed Value – For the purpose of calculating the *Annual Tax Increment*, the pre-improved assessed value of the property will be established as the earlier of the following:

- i. Date of application for building permit;
- ii. Date of application for demolition permit; or
- iii. Date of application for the Rehabilitation and Redevelopment Tax Grant Program.

Future increases in taxes that may be phased in AFTER the *Post-Improved Assessment Date* (as defined above) will not be eligible for grant calculation.

Pro-rated Yearly Grant Percentage – The percentage of months in the *Calendar Year* where the ground floor is actively occupied by a targeted use and can be used in calculating the value of a yearly grant payment on the forgivable portion of a loan.

Rehabilitation Project – For the purpose of the incentive programs shall mean the restoration or reconstruction of buildings, structures or parts thereof to modern building standards without the removal of the building or structure from the lot.

Redevelopment Project – For the purpose of the incentive programs shall mean the development of lands, which are vacant, planned for demolition, in part or in whole, or which will have the building or structure removed from the lot.

Relevant Tax Class Rate – For the purpose of the incentive program means the applicable tax class as of the date of the corresponding grant year.

Targeted Area – Lands within a defined area of the Argyle Core Area Community Improvement Plan Project Area which are eligible for incentive programs including consideration of Forgivable Loans. **At this time, Forgivable Loans are not available in the Argyle Core Area.**

Targeted Uses – The use occupying the ground floor of a building which is permitted under the land use zone and has a key role in achieving the goals of the City's Strategic Plan, the Business Improvement Area, the Community Improvement Plan, and any other current or future related plans. Please refer to Section #2 for a full list of *Targeted* and *Non-Targeted Uses*.

Year 1 – The first full calendar year that taxes are paid after the project is completed and reassessed. This becomes the first of the ten years of grant payments.

Yearly Grant Value – Means the amount of money granted back to the applicant which may change from year to year based on the calculation of the *Yearly Loan Repayments* multiplied by 25% (for Façade Improvement loan) or 12.5% (for Upgrade to Building Code loan) to give the *Maximum Yearly Grant Value* that is multiplied by the *Pro-rated Yearly Grant Percentage*.

Example (Upgrade to Building Code Loan with the ground floor occupied for six months of the *Calendar Year*):

Yearly Loan Repayments multiplied by 12.5% = *Maximum Yearly Grant Value*
 $\$60,000 \times 12.5\% = \7500

Maximum Yearly Grant Value multiplied by *Pro-rated Yearly Grant Percentage*
= *Yearly Grant Value*
 $\$7500 \times 50\% = \3750

Yearly Loan Repayments – The total value of the loan payment made by the applicant to the City in a *Calendar Year*. The loan agreement includes a loan schedule which provides details on the terms of loan including when loan repayment begins as well as the amount of monthly repayments.

Year/Level Factor – The following tables illustrate the *Year/Level Factor* that is used for each of the Tax Grant levels. The appropriate table will be populated based on the *Annual Tax Increment Calculation* and the *Annual Grant Calculation* and will be included as part of the Grant Agreement between the property owner and the City of London:

Part IV Heritage Designated		Existing Buildings		Vacant or Cleared Land	
Year	Level 1	Year	Level 2	Year	Level 3
1	100 %	1	70 %	1	60 %
2	100 %	2	70 %	2	60 %
3	100 %	3	60%	3	50 %
4	90 %	4	50%	4	40 %
5	80 %	5	40%	5	30 %
6	70 %	6	30%	6	20 %
7	60 %	7	20%	7	10 %
8	50 %	8	10%	8	10 %
9	40 %	9	10%	9	10 %
10	30 %	10	10%	10	10 %

2. List of Targeted & Non-Targeted Uses (Table 2)

Permitted Uses within the Argyle Core Area CIPA	Targeted	Non-Targeted
Accessory dwelling units	X	
Animal clinics	X	
Animal hospitals	X	
Antique store	X	
Apartment buildings	X	
Artisan workshop	X	
Assembly halls		X
Bake shops	X	
Bed and breakfast establishments		X
Brewing on premises establishment	X	
Cinemas	X	
Clinics		X
Commercial parking structures		X
Commercial recreation establishments	X	
Community centres		X
Convenience service establishments		X
Convenience stores	X	
Converted dwellings		X
Craft brewery	X	
Day care centres		X
Dry cleaning and laundry depots		X
Duplicating shops		X
Dwelling units (restricted to the rear portion of the ground floor or on the second floor, or above with any or all of the other permitted uses in the front portion of the ground floor)	X	
Emergency care establishments		X
Existing dwellings		X
Financial institutions	X	
Fire halls	X	
Food store	X	
Funeral homes		X

Grocery stores	X	
Group homes type 2		X
Hotels	X	
Institutions	X	
Laboratories	X	
Laundromats	X	
Libraries		X
Lodging house class 2		X
Medical/dental offices		X
Office-apartment buildings	X	
Offices	X	
Personal service establishments	X	
Places of Worship		X
Police stations		X
Post Office	X	
Private Clubs	X	
Restaurants	X	
Retail Stores	X	
Schools (Private and Commercial)	X	
Service and repair establishments		X
Studios	X	
Taverns	X	
Theatres	X	
Video Rental establishments	X	

3. Eligibility Criteria for Financial Incentive Programs

Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Director, Economic Services and Supports, or designate.

To be eligible for any Financial Incentive Program, the applicant, property and project must meet all conditions detailed in this program description.

Property Owner Considerations

- The applicant must be the registered owner of the property or an agent (including building tenant or contractor who has been retained to undertake improvements). If the applicant is not a registered owner of the subject property, the applicant will be required to provide authorization in writing from the registered owner as part of a complete application;
- All mortgages and charges, including the subject financial incentive(s), must not exceed 90% of the post-rehabilitation appraised value of the property (i.e. the owner must maintain 10% equity in the property post-improvement);
- All City of London realty taxes must be paid in full when the loan and/or grant is issued and remain so for the lifetime of the loan and/or grant;
- The registered owner of the property must have no outstanding debts to the City of London;
- The property owner and/or applicant, must not have ever defaulted on any City loan or grant program, including by way of individual affiliation with any company or group of people authorized to act as a single entity such as a corporation;
- The Financial Incentive Programs will not apply retroactively to work completed prior to the approval of the application by the Director, Economic Services and Supports, or designate.

Property Considerations

- The property must be located within the Dundas Street Corridor Project Sub-Area or Argyle Mall Project Sub-Area as identified in the Argyle Core Area Community Improvement Project Area (see Map 1);
- There are no City of London Building Division orders or deficiencies relating to the subject property at the time the loan or grant is issued;
- Each property is eligible to avail simultaneously of multiple incentive programs provided through the various Community Improvement Plans (for example,

applications for an Upgrade to Building Code Loan, Facade Improvement Loan, and Tax Grant can be made at the same time).

Building Considerations

- Separate applications must be submitted for each *discrete building* (as defined) on a single property;
- The property must contain an existing building (occupied or unoccupied) located within an identified area for improvement under the Argyle Core Area CIP;
- Where the entirety of a multi-unit building, which contains separate units, are all under the same ownership, (or with condominium status) it will be considered as one building for the purpose of the incentive programs;
- Where a building is within a contiguous group of buildings, a *discrete building* will be interpreted as any structure which is separated from other structures by a solid party wall (and a distinct municipal address);
- Each *discrete building* on each property is eligible for financial incentive programs;
- Each *discrete building* is eligible for multiple Upgrade to Building Code loans provided the total of all loans do not exceed the maximum amount allowable under the program guidelines (\$200,000), additional Upgrade to Building Code loans may be considered after the previous loan(s) is repaid;
- Each *discrete building* is eligible for multiple Façade Improvement loans provided the total of all loans do not exceed the maximum amount allowable under the program guidelines (\$50,000), additional Façade Improvement loans may be considered after the previous loan(s) is repaid;
- Each property is eligible for a Rehabilitation and Redevelopment Tax Grant;
- Each *discrete building* is eligible to avail simultaneously of multiple incentive programs provided through the various Community Improvement Plans (for example applications for an Upgrade to Building Code Loan, Facade Improvement Loan, and Tax Grant can be made at the same time);
- There must be no City of London Building Division orders or deficiencies and no by-law infractions when the loan or grant is issued.

4. Application Process

Expression of Interest

PO – It is suggested to meet with City Economic Services and Supports Staff or the Business Improvement Area (BIA) if/when one exists regarding an Expression of Interest or Proposal before any financial incentive application is made to the City of London. While City Economic Services and Supports staff are often involved in meeting with the BIA and a property owner, no records are formally kept until a complete incentive application, accompanied by appropriate drawings and estimates, is submitted to City Economic Services and Supports.

Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Director, Economic Services and Supports, or designate.

Consultation Phase

Step 1 – PO – The Applicant contacts City of London and/or the BIA who will arrange a meeting to share ideas for the proposed project, information about incentive programs, provide application form(s) and assist with the application process. This meeting will also help to identify what permits or permissions may be required to complete the proposed improvement project. Consultation with an Urban Designer and/or Heritage Planner may be necessary. Where possible, the City will make appropriate staff available for this meeting, which is usually on site at the property where the proposed work is planned.

Applications made for financial incentive programs do not in any way replace the need for obtaining any necessary approvals. Prior to undertaking building improvements, the property owner (**PO**) is required to obtain any necessary approvals and/or permits. Heritage Alteration Permits (for properties requiring them) will be required before financial incentive applications are accepted. Discussions with City staff and the BIA are encouraged early in the conceptual phase to ensure proposed façade improvements comply with City regulations and guidelines, and the proposed improvements are eligible

under the incentive program criteria. Service London staff are also available to help with clarifying/applying for applicable permits.

Concept Phase

Step 2 – PO – A *Complete Application* (see Definition Section) for incentive programs is submitted to the City of London.

For the Tax Grant and Residential Development Charge Grant programs, the applicant must also obtain a building permit and make full payment of Residential Development Charges.

Residential Development Charge Grants are processed by City Planning in conjunction with Development and Compliance Services (Building Division). Application to the Residential Development Charge (DC) Grant program is triggered when the full payment of Residential DCs is made to the Building Division. **PO – After making the DC payment, applicants must contact City Economic Services and Supports to complete the application process.**

Step 3 – CL – City of London City Economic Services and Supports Staff will review the application for completeness and inform the applicant in writing that either, more information is required, or the application is accepted. If accepted, the City will provide a *Commitment Letter* which outlines the approved works, related costs, and monetary commitment that the City is making to the project. The letter will also state whether the commitment is for a Forgivable Loan. For the Residential DC Grant, the residential DCs must be paid prior to the City's issuance of a *Commitment Letter*. For the Loan Programs, the City's commitment is valid for one year from the date of issuance of the *Commitment Letter*. The City's commitment applies only to the project as submitted. **PO – Any subsequent changes to the project will require review and approval by appropriate City staff.**

Step 4 – CL – City Economic Services and Supports Staff may visit the subject property and take photographs, both before and after the subject work is completed. When considering forgivable loans, staff will also confirm that the intended use meets the eligibility requirements of the program.

Construction Phase

Step 5 – PO – Having obtaining all necessary approvals and/or permits and receiving a *Commitment Letter* from the City for approved works, the applicant may start to undertake eligible improvements. With respect to the Residential DC Grant, there is an additional requirement that the DCs have been paid.

Financial Incentive Programs will not apply retroactively to work started prior to the approval of an application by the Director, Economic Services and Supports, or designate.

Confirmation Phase

Step 6 – PO – The applicant will notify the City in writing (via letter or email) once the project is complete and the costs respecting those works are paid. For Loans, the applicant will submit paid receipts (as proof of payment in full). Confirmation that related building permits are closed is also required so that the City may begin drafting an agreement. With respect to Tax Grant and Residential DC Grant, when the project is complete or following the re-assessment of the property, the applicant will notify City Economic Services and Supports in writing that the project is complete for the purpose of calculating the *Post-Improved Assessed Value*.

Step 7 – CL – Before setting up any agreement, City Economic Services and Supports staff must ensure the improvements as described in the City's *Commitment Letter* are completed and other criteria as set out in the respective program guidelines, have been met. Generally speaking, this includes:

- The loan must be in good standing with no arrears owing;

- All City of London property taxes must be paid in full and the account deemed in good standing by the Taxation Division;
- There must be no outstanding debts to the City of London;
- The property owner must not have defaulted on any City loans or grants;
- There must be no outstanding City of London Building Division orders or deficiencies against the subject property.

Step 7. i (Grants) – CL – Upon written notice from the applicant, City Economic Services and Supports will request the City’s Finance and Corporate Services Taxation Division to provide a grant schedule that establishes the value of the annual grant over the term of the grant program.

Step 7. ii (Grants) – CL – Upon request by City Economic Services and Supports, the Finance and Corporate Services Taxation Division will establish a *Post-Improved Assessed Value*. To do this they will review the assessed value of the property and determine whether this is the final assessment relating to the completion of the renovation or development project. If this is not the final assessment, the Finance and Corporate Services Taxation Division will contact the Municipal Property Assessment Corporation (MPAC) and request that the final assessment be prepared.

Step 7. iii (Grants) – CL – The Finance and Corporate Services Taxation Division will prepare and note the annual tax increment for the purpose of calculating the grant schedule. The Finance and Corporate Services Taxation Division will then prepare a schedule for the first year that the new taxes were levied for the full year.

Step 7. iv (Grants) – CL – At the completion of the *Calendar Year*, City Economic Services and Supports staff will ask Finance and Corporate Services Taxation Division staff to confirm that all taxes have been paid for that year and that the tax account is in good standing with a zero balance. Upon receiving confirmation, a grant agreement can be drafted.

Agreement Phase

Step 8 (Loans) – CL – Once the approved works are verified by City Economic Services and Supports, staff will draft the loan agreement.

Step 8 (Grants) – CL – Once the eligible works are verified and the grant schedule is complete, City Economic Services and Supports staff will draft the grant agreement and provide a draft copy of the grant agreement to the applicant for review.

Step 9 (Loans) – CL – City Economic Services and Supports staff will request a cheque, and the Document General to place a lien on the property in the amount of the loan is prepared.

Step 9 (Grants) – CL – After the applicant has approved the grant agreement, City Economic Services and Supports staff can prepare two hard copies of the agreement to be signed.

Step 10 – CL – When all the documentation is ready, City Economic Services and Supports staff will contact the applicant to arrange for a meeting to sign the documents (and in the case of a loan, exchange a loan cheque for the first 12 post-dated repayment cheques provided by the property owner or applicant (**PO**)).

Full loan repayment can be made at any time without penalty. **PO** – To make a full or partial repayment above the standard monthly payment, please contact City Economic Services and Supports or Accounts Receivable.

Step 11 – City Economic Services and Supports staff will have two original copies of the agreement available for signing. One original signed copy is kept by the applicant and one is retained by the City.

PO – Please note that loan cheque distribution cannot occur in December due to financial year-end. Instead, all loan cheques requested in the Agreement phase in December will be processed in January.

5. Financial Incentive Approval

Once all eligibility criteria and conditions are met, and provided that funds are available in the supporting Reserve Fund, the Director, Economic Services and Supports or designate will approve the incentive application. Approval by means of a letter to the applicant will represent a commitment by the City of London. Loan commitments will be valid for one year and will expire if the work is not completed within that time period. The Director, Economic Services and Supports may, at his/her discretion, provide a written time extension of up to one year. **PO – It is important to note that the consideration of such an extension will require a written request from the applicant detailing the reasons the extension is being sought.**

6. Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken without City Economic Services and Supports approval subject to obtaining a building and/or heritage alteration permit, when required. The loan programs do not impose any specific restrictions on demolition except that any outstanding loan amount must be repaid to the City prior to the issuance of a demolition permit.

7. Inspection of Completed Works

The loan will be paid to the property owner (or designate) following City receipt of invoices for all completed work and after the City inspection of all completed improvements has taken place. The City will inspect the work completed to verify that the proposed improvements have been completed as described in the application.

8. Incentive Application Refusal and Appeal

If an application is refused, the applicant may, in writing, appeal the decision of the Director, Economic Services and Supports to the City Clerk’s Office who will provide direction to have the matter heard before Municipal Council through the Planning and Environment Committee (PEC).

9. Relationship to other Financial Incentive Programs

It is intended that the Loan and Grant Programs will complement other incentive programs offered by the City of London. Property owners may also qualify for financial assistance under those programs specifically detailed within the program guidelines. However, the funding from these programs cannot be used to subsidize the property owner’s share of the total cost of the loan programs property improvements.

10. Monitoring & Discontinuation of Programs

As part of the program administration, City Economic Services and Supports staff will monitor all of the financial incentive programs. In receiving and processing applications, staff will enter relevant information into a Monitoring Database. This information will be included in Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease to issue any new commitments. Each program is monitored to ensure it implements the goals and objectives of the Community Improvement Plan within which the program applies. The City may discontinue the Financial Incentive Programs at any time; however, any existing loan or grant will continue in accordance with the agreement. A program’s success in implementing a Community Improvement Plan’s goals will be based on the ongoing monitoring and measurement of a series of identified targets that represent indicators of the CIP’s goals and objectives, as noted in the Program Monitoring Data section.

11. Program Monitoring Data

The following information will be collected and serve as indicators to monitor the financial incentive programs offered through the Argyle Core Area Community Improvement Plan.

Program	Indicators
Façade Improvement Loan Program Monitoring	<ul style="list-style-type: none"> • Number of Applications (approved and denied) • Approved value of the loan and the total construction cost (i.e., total public investment and private investment)

Program	Indicators
	<ul style="list-style-type: none"> • Pre-Assessment Value • Total Value of Building Permit (if required) • Location of façade being improved (Street Front, Non-Street Front) • Post-Assessment Value • Use Type (Targeted or Non-Targeted) • Increase in assessed value of participating property • Total Loan Amount • Number of forgivable loans • Number of loan defaults • Cost/Value of loan defaults
Upgrade to Building Code Loan Program Monitoring	<ul style="list-style-type: none"> • Number of Applications (approved and denied) • Approved value of the loan and the total construction cost (i.e., total public investment and private investment) • Pre-Assessment Value • Total Value of Building Permit • Post-Assessment Value • Use Type (Targeted or Non-Targeted) • Increase in assessed value of participating property • Total Loan Amount • Number of forgivable loans • Number of loan defaults • Cost/Value of loan defaults
Tax Grant Program Monitoring	<ul style="list-style-type: none"> • Number of Applications (approved and denied) • Pre-Assessment Value • Total Value of Building Permit • Level of Grant (Type 1, Type 2 or Type 3) • Post-Assessment Value • Use Type (Targeted or Non-Targeted) • Number of residential units created • Increase in assessed value of participating property • Total Grant Amount • Number of grant defaults • Cost/Value of grant defaults
Development Charge Program Monitoring	<ul style="list-style-type: none"> • Number of Applications (approved and denied) • Pre-Assessment Value • Total Value of Building Permit • Number of residential units created • Post-Assessment Value • Type (Targeted or Non-Targeted Industrial) Use • Increase in assessed value of participating property • Total Grant Amount • Number of grant defaults • Cost/Value of grant defaults

12. Activity Monitoring Reports

Annual Activity Reports will measure the following variables:

- Number of applications by type;
- Increase in assessment value of properties;
- Value of the tax increment (i.e., increase in property tax after the construction activity);
- Value of construction and building permits issued;
- Number of units created (by type, ownership/rental);
- Number and value of incentive program defaults; and,
- Ground floor occupancy rates within the CIP area where the program(s) is in effect.

COMMON PROGRAM INFORMATION SECTION ENDS HERE

INDIVIDUAL PROGRAM INFORMATION BEGINS NOW

13. Façade Improvement Loan Programs

Argyle Core Area Façade Improvement Loan Program

Purpose: The Argyle Core Area Façade Improvement Loan Program is intended to assist property owners in identified community improvement project areas with façade improvements and to bring participating buildings and properties within the identified community improvement areas into conformity with the City of London Property Standards By-law and applicable City Design Guidelines. Through this program, the City provides a no-interest 10-year loan. Loans will be issued to cover 50% of the cost of the eligible works to a maximum of \$50,000.

Objectives: The overarching goals of this Program are to:

- Support the maintenance, improvement and beautification of the exterior appearance of buildings in the Argyle Core Area;
- Encourage reinvestment in the Argyle Core Area;
- Help make the Argyle Core Area environment interesting and aesthetically pleasing for residents, patrons and visitors alike;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law.

Eligible Works: Eligible works that will be financed through this program include improvements that are demonstrated to enhance the appearance of building exteriors in compliance with applicable Urban Design Guidelines. Examples of works that may be eligible under this program are listed below.

- Exterior street front renovations;
- Portions of non-street front buildings, visible from adjacent streets. Non-street front visible portions may only be eligible for funding after the street front façade has been improved or street front improvements have been deemed unnecessary by the Director, Economic Services and Supports, or designate;
- Awnings that are affixed to the exterior street front of a building which are used to keep the sun or rain off a storefront, window, doorway, or sidewalk, and/or to provide signage for a commercial tenant;
- Business name signage that is affixed to the exterior street front of a building;
- Decorative lighting which is affixed to the exterior street front of a building that is ornamental and installed for aesthetic effect;
- Eaves troughs, rain gutters, soffits, fascia, bargeboard, and other materials that direct rain water;
- Doors, windows, and their finished framing;
- Professional fees for the preparation of drawings and technical specifications required for eligible works (limited to the lesser of a maximum of \$5000 or 10% of the loan).

Note: A Heritage Alteration Permit is required for heritage designated properties in the Argyle Core Area.

Works Not Eligible: The following provides examples, but not a complete list of works that are not eligible to be financed through this program:

- New stucco building materials;
- Back lit signs;
- Any other materials that at the discretion of the Director, Economic Services and Supports or designate, are deemed ineligible or inauthentic.

Loan Terms: A complete application must be received and a *City Commitment Letter* issued before any work can commence.

Period: The loan will be interest free and will be amortized over a 10-year period.

Loan Amount: Loans will be issued to cover the lesser of:

- 50% of the cost of the eligible works per building; or,
- a maximum of \$50,000 per building.

While more than one *discrete building* on a single property may be eligible for a loan, loans will not exceed 50% of the cost of the eligible works that related to each *discrete building*.

More than one loan may be issued for each *discrete building* on each property, but the sum of these loans must not exceed the maximum loan amount of \$50,000 per *discrete building*.

Determination of Eligible Non-Street Front Façade Improvements:

The Director, Economic Services and Supports or designate will decide when this program can be applied to a building façade that is not street facing. Typically this consideration is made when the street-front façade is deemed to be in compliance with applicable City Design guidelines and Building and Fire Codes.

Determination of Façade Improvements where there are two Street Frontages:

If a building has both the front and rear façade facing a municipal street (not a private street or a laneway), then the building is eligible for a Façade Improvement Loan for each unique street fronting façade. Further, if a building is on a corner property where two or more façades face a municipal street (not a private street or laneway), then the building is eligible for two or more Façade Improvement Loans. All façade designs must be deemed in compliance with applicable City Design guidelines and the Building and Fire Codes, to be eligible for loans.

Loan Distribution: The City will provide the applicant with one cheque in the full amount of the approved loan after: (1) the City has completed its due diligence to ensure the applicant and property remain eligible for the loan; (2) the Loan Agreement has been signed; and, (3) the first 12 months of post-dated cheques (to be used for the first year repayment of the loan) are received. City of London Accounts Receivable staff will contact the applicant annually to request a supply of cheques in subsequent years. **PO** – The applicant will notify the City about any changes to their banking arrangements and replace cheques as appropriate over the term of the loan.

The City will not provide partial loan amounts or progress payments.

Loan Security and Postponement: Loans will be secured through the registration of a lien placed on property title for the total amount of the loan. Liens will be noted on the tax roll and will be registered and discharged by the City. The Director, Economic Services and Supports or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the loan in circumstances where any of the registered mortgages are being replaced, consolidated or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property.

Loan Agreement: Participating property owners in the financial incentive programs shall be required to enter into a loan agreement with the City. This agreement shall specify such items as (but not limited to) the loan amount, the duration of the loan, and the owner's obligation to repay the City for any monies received if the property is demolished before the loan period elapses. The agreement shall include the terms and conditions included in the program guidelines.

Repayment Provisions: Loan repayments will begin six months after the advancement of funds. Repayment of the loan will be on a monthly basis and does not include interest. The monthly payment amount will be calculated based on the total loan amount divided by **114 payments**. Full repayment can be made at any time without penalty.

Transferable Loans: At the discretion of the City, loans may be transferable to a new property owner providing that the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan. The new owner must enter into a new loan agreement with the City for the outstanding loan value at the time of purchase. Otherwise, where the ownership is transferred the outstanding balance of the loan shall immediately become due and payable by the selling property owner.

14. Upgrade to Building Code Loan Program

Upgrade to Building Code Loan Program – Purpose

The Upgrade to Building Code Loan Program is intended to assist property owners with the financing of building improvements that are often necessary to ensure older buildings

comply with current Building Code Requirements. The costs associated with these improvements frequently pose a major issue for building owners wanting to upgrade their properties. This issue is amplified in the Argyle Core Area where much of the building stock is older and needs major rehabilitation. Through this program, the City provides a no interest 10-year loan for an eligible property. Loans will be issued to cover 50% of the cost of the eligible works to a maximum of \$200,000. In some locations a portion of these loans may be partially forgivable in the form of a grant from the City.

Upgrade to Building Code Loan Program – Objectives

The overarching goals of this Program are to:

- Support the maintenance, improvement, beautification, and viability of the building stock in the Argyle Core Area;
- Encourage the development of residential units in older buildings through conversion and adaptive re-use;
- Support the development of distinctive, interesting and attractive commercial spaces in existing buildings to assist in the regeneration of the Argyle Core Area;
- Help ensure that buildings are safe for residents, patrons, and visitors alike by meeting Ontario Building Code and Fire Code regulations;
- Bring participating buildings and properties into conformity with the City of London Property Standards By-law.

Upgrade to Building Code Loan Program – Eligible Works

Eligible works that will be financed through this program include improvements that are demonstrated to be necessary to meet Building and Fire Code requirements, address one or more health and safety issues, and accessibility and/or environmental sustainability issues. Examples of works that may be eligible under this program include:

- The installation or alteration of fire protection systems such as sprinklers, stand pipes, fire alarms, emergency power, lighting, and exit signs;
- Installation or alteration of fire separations, fire doors, fire shutters and other fire protection devices;
- The relocation of fire escapes and the installation of new exit facilities;
- The extension of plumbing and electrical services for the creation of habitable space;
- The replacement of plumbing, electrical, and mechanical systems that no longer meet Building Code requirements;
- The construction or alteration of stairs, guards, handrails, etc.;
- The reinforcement or reconstruction of floors, walls, ceilings or roofs;
- The installation or alteration of required window openings to residential spaces;
- Required improvements to ventilation systems;
- Improvements for barrier-free accessibility including elevators, ramps, and washrooms;
- Improvements for green, or sustainable developments such as living walls and green roofs;
- Improvement to basements, or other such spaces that can be occupied and are located below the first storey;
- Asbestos abatement, including the removal, enclosure and/or encapsulating to prevent building occupant from being exposed to the fibers;
- Renovations required to remove moulds (or other materials caused by water-damage from interior building materials), replace affected materials and install vapour barriers;
- Professional fees for the preparation of drawings and/or technical specifications required for eligible works (limited to the lesser of a maximum of \$5,000 or 10% of the loan);
- Other improvements related to health and safety issues at the discretion of the Director, Economic Services and Supports or designate.

Upgrade to Building Code Loan Program – Loan Terms

Period

The loan will be interest free and will be amortized over a 10 year period.

Loan Amount

Loans will be issued to cover the lesser of:

- 50% of the cost of the eligible works per buildings; or
- A maximum of \$200,000 per building.

While more than one *discrete building* on a single property may be eligible for a loan, loans will not exceed 50% of the cost of the eligible works that relate to each *discrete building*.

More than one loan may be issued for each *discrete building* on each property, but the sum of these loans must not exceed the maximum loan amount of \$200,000 per *discrete building*.

Loan Distribution

The City will provide the applicant with one cheque in the full amount of the approved loan after: (1) the City has completed its due diligence to ensure the applicant and property remain eligible for the loan, (2) the Loan Agreement has been signed, and (3) the first 12 months of post-dated cheques (to be used for the first year repayment of the loan) are received. City of London Accounts Receivable staff will contact the applicant annually to request a supply of cheques in subsequent years. **PO** – The applicant will notify the City about any changes to their banking arrangements and replace cheques as appropriate over the term of the loan. **The City will not provide partial loan amounts or progress payments.**

Loan Security and Postponement

Loans will be secured through the registration of a lien placed on property title for the total amount of the loan. Liens will be noted on the tax roll and will be registered and discharged by the City. The Director, Economic Services and Supports or designate may postpone the lien (subordination of a lien to another lien on the same property) which is given as security for the loan in circumstances where any of the registered mortgages are being replaced, consolidated or renewed and the total value of all mortgages and charges including the City's lien does not exceed 90% of the appraised value of the property.

Loan Agreement

Participating property owners in the financial incentive programs shall be required to enter into a loan agreement with the City. This agreement shall specify such items as (but not limited to) the loan amount, the duration of the loan, and the owner's obligation to repay the City for any monies received if the property is demolished before the loan period elapses. The agreement shall include the terms and conditions included in the program guidelines.

Repayment Provisions

Loan repayments will begin six months after the advancement of funds. Repayment of the loan will be on a monthly basis and does not include interest. The monthly payment amount will be calculated based on the total loan amount divided by **114 payments**. Full repayment can be made at any time without penalty.

Transferable Loans

At the discretion of the City, loans may be transferable to a new property owner providing that the new owner meets the eligibility criteria and agrees to the terms and conditions of the loan. The new owner must enter into a new loan agreement with the City for the outstanding loan value at the time of purchase. Otherwise, where the ownership is transferred the outstanding balance of the loan shall immediately become due and payable by the selling property owner.

15. Rehabilitation and Redevelopment Tax Grant ("Tax Grant")

Tax Grant Program – Purpose

The Tax Grant is intended to provide economic incentive for the rehabilitation and/or redevelopment of residential and commercial properties in the Argyle Core Area Improvement Project Area. The program helps property owners transition to a higher tax assessment as a result of property improvements. Through this program, the City provides a ten-year tax grant for an eligible property, with annual grant amounts declining over this ten-year period. The total grant value is based on the increase in municipal taxes

resulting from the rehabilitation and/or redevelopment of the property according to the MPAC assessment.

Tax Grant Program – Objectives

The overarching goals of the Tax Grant are to:

- Stimulate and assist private property owners to rehabilitate buildings in the Argyle Core Area to ensure long term viability;
- Encourage preservation of significant heritage resources;
- Foster a diverse and resilient economy.

Tax Grant Program – Eligible Works

Eligible works that will be financed through this program include:

- Construction, erection, or placing of one or more buildings or structures on land that has the effect of increasing municipal property taxes;
- Additions or alterations to a building or structure that has the effect of increasing municipal property taxes;
- Other improvements related to health and safety issues at the discretion of the Director, Economic Services and Supports, or designate, that have the effect of increasing municipal property taxes.

Tax Grant Program – Eligible Works

Eligible works that will be financed through this program include:

- All applicable property taxes owing for each year must be fully paid prior to the disbursement of any annual grant amount under this program. If property taxes are owing on a property for more than one full year, the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant;
- The City is not responsible for any costs incurred by an applicant in relation to the Grant program, including without limitation, costs incurred in application of a grant;
- Notwithstanding any other calculations relating to the grant amount, the City will not pay an annual grant which is greater than the municipal portion of the property tax collected for a property in any one year (i.e., if a general reassessment substantially reduces annual property taxes on a property, the annual grant amount will be capped at the municipal portion of the property tax collected for that property in any one year);
- The annual grant is based upon changes in property taxes as a result of construction and improvement to the property, and is not based upon occupancy or changes in occupancy;
- If the property is under an assessment appeal, the application will be held in abeyance until the appeal is resolved;
- The amount of the grants provided for a property over the life of this program will not exceed the value of the work done that resulted in the increased level of municipal tax assessment. For this reason the amount of grants may be monitored in relation to the total value of work done and the grants will cease if they equal the value of the work done;
- The applicant will be responsible for ensuring that they can be contacted by the City for the purpose of delivering grant cheques. If applicants cannot be reached over a protracted period (greater than 2 years), the City will have the option, without notice and at its own discretion, of terminating all future grant payments, thereby eliminating all grant obligations to the applicant. PO – The property owner will notify the City if mail or email address changes throughout the term of the Tax Grant program;
- In instances where a participating Level 1, Level 2, or Level 3 Grant property has undergone a tax reclassification during the period of an executed grant agreement, the municipality reserves the right to recalculate the grant schedule to reflect the new tax class of the participating property. Should it be determined that the grant agreement and grant schedule is no longer appropriate because it results in grants not reflecting the new tax class, the value of the taxes received and the value of grants provided, the municipality reserves the right to amend the current agreement and establish a new grant schedule and grant agreement for the balance of the grant period. This amended grant agreement and grant schedule may be pro-rated to reflect the date of reclassification;

- Tax increases that result from a general reassessment, a change in tax legislation or an increase in the mill rate will not be considered for the purposes of calculating the grant. The annual tax increment will be held constant over the ten-year grant period (i.e., changes in mill rate or phased in assessment increases after the post-improvement date is established will not be incorporated into the calculation of the annual tax increment;
- If buildings are to be demolished in order to clear the site for redevelopment, a demolition permit must be obtained prior to any demolition work. Failure to obtain a demolition permit will result in the application being ineligible for this program;
- In instances where a participating Level 1 or Level 2 Grant property is demolished in whole before the grant period elapses the grant shall become forfeit and is to be repaid to the City no later than 30 days after the demolition has occurred;
- For participating Level 1, Level 2, or Level 3 Grant properties, demolition, in part, may be permitted entirely at the discretion of the City of London without a requirement for grant repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted by the City and a demolition permit is obtained;
- Additions or alterations to a building or structure that has the effect of increasing municipal property taxes;
- Proposed development within the Argyle Core Area Community Improvement Project Area must be consistent with the vision for the Argyle Core Area = as outlined in the Argyle Core Area Community Improvement Plan to the satisfaction of the Managing Director, Planning and City Planner or designate. This condition does not apply to properties within the Area of Transition.

Eligibility for Level 1: Grants for Rehabilitation of Heritage Designated Properties

Grant Level 1 of the Tax Grant program applies to properties that are individually designated under Part IV of the Ontario Heritage Act and where the buildings or structures are rehabilitated or renovated in such a way that would not compromise the reasons for designation. The eligibility requirements for this program level are:

- The property shall be designated under Part IV of the Ontario Heritage Act (in other words, is not just listed in the Inventory of Heritage Resources);
- The property shall be rehabilitated/renovated such that it will not compromise the reasons for designation;
- A Heritage Alteration Permit shall be required prior to undertaking any work on a designated property;
- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

Eligibility for Level 2: Rehabilitation / Renovation Grants

This level of the Tax Grant program applies to existing buildings that are rehabilitated or renovated to ensure longer-term viability. The purpose of this grant level is to further encourage finer-grained, small-scale revitalization projects. The eligibility requirements for this program level are:

- Property shall contain an existing building;
- For properties listed in the "City of London Register of Cultural Heritage Resources" a Heritage Planner will be consulted to assess works to be undertaken;
- The property shall be rehabilitated/renovated such that it will be consistent with Council-approved Guidelines;
- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

Eligibility for Level 3: Redevelopment Grants

This level of the Tax Grant program applies to new buildings that are developed on vacant or cleared sites. The purpose of this level is to encourage the rehabilitation of vacant or under-utilized sites. The eligibility requirements for this level of the program are:

- The property shall be redeveloped, such that the design of the new structure is consistent with Council-approved Guidelines;

- The amount of renovations undertaken shall be sufficient to result in a re-assessment of the property.

Tax Grant Program – Grant Terms Period

Grants will be paid over a ten-year period, with Year 1 being the first full calendar year that taxes are paid after the project is completed and reassessed. For example, where a project is completed and the property is reassessed on February 28, 2020 the grant recipient will receive a Year 1 grant at the end of 2021 (after a full year of taxes are paid at the new rate in 2018). However, where the total value of the grant is less than or equal to one thousand dollars (\$1,000), a one-time lump sum payment of the total grant amount as detailed in the grant agreement will be issued.

Calculation of Annual Tax Increment

See Definitions.

Grant Amount

The amount of the grant will vary from project to project and will decline over the course of the 10-year payback period. The grant will be based on the increase in the municipal portion of property taxes that is directly related to the eligible project (in other words, the tax increase that results from the improvements to the property) and the assigned Year/Level Factor, as shown below:

Part IV Heritage Designated		Existing Buildings		Vacant or Cleared Land	
Year	Level 1	Year	Level 2	Year	Level 3
1	100 %	1	70 %	1	60 %
2	100 %	2	70 %	2	60 %
3	100 %	3	60%	3	50 %
4	90 %	4	50%	4	40 %
5	80 %	5	40%	5	30 %
6	70 %	6	30%	6	20 %
7	60 %	7	20%	7	10 %
8	50 %	8	10%	8	10 %
9	40 %	9	10%	9	10 %
10	30 %	10	10%	10	10 %

PO – Please note that the reassessment could take one to two years or longer. It is the property owner’s responsibility to notify Planning Services about an increase in property assessment related to the improvement project in order to activate the grant program.

Grant Agreement

Participating property owners in the Tax Grant program shall be required to enter into a grant agreement with the City. This agreement shall specify such items as (but not limited to) the applicable grant level, the duration of the grant, and the owner’s obligation to repay the City for any grants received if the property is demolished before the grant period elapses. The agreement shall include the terms and conditions included in the program guidelines.

Grant Distribution

At the end of each year, Planning Services will provide a list of grant properties to the Finance and Corporate Services Taxation Division requesting confirmation that all taxes have been paid for the previous year and that the tax accounts are in good standing. Planning Services will also confirm that any outstanding loans relating to the properties are in good standing and finally Planning Services will verify that there are no outstanding orders or bylaw contraventions relating to the properties. Upon receiving such confirmation, Planning Services will contact applicants and provide them with their grant cheques. The City aims to provide grant cheques in the first quarter of the following year.

Transferable Grants / Condominium Projects

If a participating property is sold, in whole or in part, before the grant period elapses, the applicant and/or the subsequent landowner is not entitled to outstanding grant payments (on either the portion sold or retained by the applicant). The City may, entirely at its own discretion, enter into a new agreement with any subsequent owners of the property to receive outstanding grant payments under this program.

For the purposes of sale of condominium units, the property owner, as signatory to the grant agreement, is and remains entitled to receive the grant in accordance with the terms of the grant agreement.

PO - The property owner who is selling a property with active loans or grants should contact Planning Services prior to finalizing the sale in order to either repay the loans to remove the liens or transfer the outstanding loan or grant balance to the new property owner (if the new property owner agrees to take on the loan or grant).

Bill No. 471
2021

By-law No. L.S.P.- _____ - ____

A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for Southdale Road West and Wickerson Road Project.

WHEREAS The Corporation of the City of London has made application to the Council of The Corporation of the City of London for approval to expropriate lands for the Southdale Road West and Wickerson Road Project;

THEREFORE The Corporation of the City of London, as the expropriating authority, enacts as follows:

1. An application be made by The Corporation of the City of London as Expropriating Authority, to the Council of The Corporation of the City of London as approving authority, for approval to expropriate lands for the Southdale Road West and Wickerson Road Project; which land is more particularly described in attached Appendix "A" of this by-law.
2. The Corporation of the City of London as Expropriating Authority serve and publish notice of the application referred to in section 1 of this by-law in the form attached hereto as Appendix "B", being the "Notice of Application for Approval to Expropriate Lands," in accordance with the requirements of the *Expropriations Act*.
3. The Corporation of the City of London as Expropriating Authority forward to the Chief Enquiry Officer, any requests for a hearing that may be received in connection with the notice of this expropriation and report such to the Council of The Corporation of the City of London for its information.
4. The Civic Administration be hereby authorized to carry out all necessary administrative actions in respect of the said expropriation.
5. This by-law comes into force on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

APPENDIX "A"

To By-law L.S.P.-_____

**DESCRIPTION OF LANDS TO BE EXPROPRIATED FOR THE SOUTHDALE ROAD
WEST AND WICKERSON ROAD IMPROVEMENTS PROJECT**

The following lands are required in fee simple:

Parcel 1: Part of Lot 48, Concession 1, Geographic Township of Westminster, in the City of London, County of Middlesex, designated as Part 22, 23, and 24 on Plan 33R-21075 being Part of PIN 08420-1502(LT)

The following lands are required in permanent easement:

Parcel 2: Part of Lot 48, Concession 1, Geographic Township of Westminster, in the City of London, County of Middlesex, designated as Part 3, 4, and 5 on Plan 33R-21075 being Part of PIN 08420-1502(LT)

APPENDIX "B"
To By-law L.S.P.- _____

EXPROPRIATIONS ACT, R.S.O. 1990, CHAPTER E.26

NOTICE OF APPLICATION FOR APPROVAL TO EXPROPRIATE LAND
Expropriations Act

IN THE MATTER OF an application by The Corporation of the City of London for approval to expropriate lands being Part of Lot 48, Concession 1, Geographic Township of Westminster, in the City of London, County of Middlesex, designated as Parts 22, 23, and 24 on Plan 33R-21075 being Part of PIN 08420-1502(LT); Part of Lot 48, Concession 1, Geographic Township of Westminster, in the City of London, County of Middlesex, designated as Parts 3, 4, and 5 on Plan 33R-21075, being Part of PIN 08420-1502(LT) for the purpose of Southdale Road West and Wickerson Road Project.

NOTICE IS HEREBY GIVEN that application has been made for approval to expropriate the following lands described as follows:

- Parcel 1: Part of Lot 48, Concession 1, Geographic Township of Westminster, in the City of London, County of Middlesex, designated as Parts 22, 23, and 24 on Plan 33R-21075 being Part of PIN 08420-1520(LT)
- Parcel 2: Part of Lot 48, Concession 1, Geographic Township of Westminster, in the City of London, County of Middlesex, designated as Parts 3, 4, and 5 on Plan 33R-21075 being Part of PIN 08420-1520(LT)

Any owner of land in respect of which notice is given who desires a hearing into whether the taking of such land is fair, sound and reasonably necessary in the achievement of the objectives of the expropriating authority shall so notify the approving authority in writing,

- a) in the case of a registered owner, served personally or by registered mail within thirty days after the registered owner is served with the notice, or, when the registered owner is served by publication, within thirty days after the first publication of the notice;
- b) in the case of an owner who is not a registered owner, within thirty days after the first publication of the notice.

The approving authority is:

The Council of The Corporation of the City of London
City Hall
300 Dufferin Avenue
P.O. Box 5035
London ON N6A 4L9

The expropriating authority is:

THE CORPORATION OF THE CITY OF LONDON

CATHARINE SAUNDERS
CITY CLERK

Bill No. 472
2021

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (for the purposes of a public highway for pedestrian use only, southeast of Bakerville Street; and northwest of Red Thorne Avenue)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway for pedestrian use only, southeast of Bakerville Street, namely:

“All of Block 153 on Registered Plan 33M-709 in the geographic Township of London, now in the City of London and County of Middlesex.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway for pedestrian use only, northwest of Red Thorne Avenue:

“All of Block 155 on Registered Plan 33M-709 in the geographic Township of London, now in the City of London and County of Middlesex.”

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

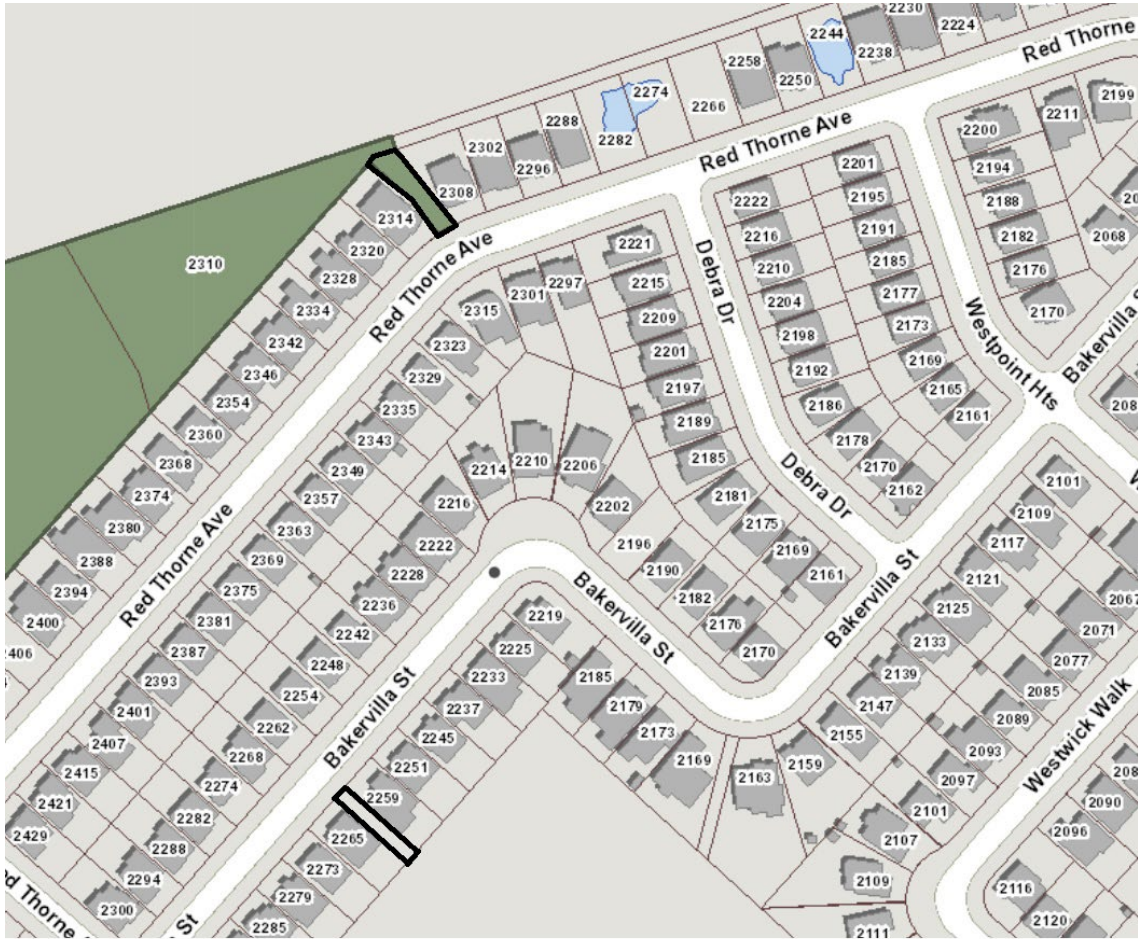
PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 473
2021

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Bakerville Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Bakerville Street, namely:

“All of Block 159 on Registered Plan 33M-709 in the City of London and County of Middlesex.”

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

PASSED in Open Council on October 5, 2021

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

LOCATION MAP



 SUBJECT LANDS

Bill No. 474
2021

By-law No. W.- _____

A by-law to authorize the New Major Open
Space Network. (Project PD204318)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “New Major Open Space Network. (Project PD204318)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$389,242.00
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Bill No. 475
2021

By-law No. W.- _____

A by-law to authorize Project SW6050 - New
and Emerging Solid Waste Technologies.

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. "Project SW6050 – New and Emerging Solid Waste Technologies" is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$11,700,000.00.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Bill No. 476
2021

By-law No. WM-12-21_____

A by-law to amend the Municipal Waste &
Resources Collection By-law WM-12.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10 of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and may pass by-laws respecting the economic, social and environmental well-being of the municipality, and the health, safety and well-being of persons;

AND WHEREAS the Municipal Council wishes to amend By-law No. WM-12, being "A by-law to provide for the Collection of Municipal Waste and Resource Materials in the City of London" to identify additional packaging requirements for toilets (inside a cardboard box and sealed) to increase health and safety for both the public and sanitation operators.

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

1. By-law WM-12 is hereby further amended in Section 1.1 – Definitions by deleting the definition of Non-collectable Waste and by replacing it with the following new definition:

Non-collectable waste - defined

"non-collectable waste" shall include but not be limited to grass clippings, washers, dryers, refrigerators, stoves, dehumidifiers, freezers and air conditioners, televisions, monitors, computers, computer peripherals, printers, copying and multi-function copying devices, telephones, answering machines, cellular devices, pagers, image devices, audio and video devices; explosives, flammable or volatile substances, liquid or gaseous wastes, caustic substances and acids, poisons, pesticides, herbicides, radioactive materials, septic tank pumpings, industrial process sludge, biohazardous waste, infected materials including dressings and bandages not placed inside a sealed and leak-free bag; personal protective and hygiene products including, surgical and non-surgical masks, gloves, wipes, tissues, napkins, paper towel that may result in the spread of infectious disease, not placed inside a sealed and leak-free bag; sawdust, cigarette ash, fireplace ash and vacuum dust, not placed inside a sealed bag; hay, straw, manure and excreta from farm premises; live animals or birds, carcasses or parts thereof of any animal or bird save for food preparation and consumption wastes; stock of any wholesaler or retailer, trade waste; tree trunks and stumps; Christmas trees; trucks, automobiles or any other vehicle, vehicle parts; tires; construction materials; scrap metals, propane tanks; sharps not packaged and labelled in rigid containers; toilets not properly packaged inside a cardboard box and sealed; organic material which has not been drained of all liquids; and other materials as designated by the City Engineer from time to time.

2. By-law WM-12 is hereby amended by adding Section 8.3 (h):
 - (h) broken glass, toilets and other sharp objects that are not properly packaged inside cardboard and tape;
3. This by-law shall come into force and effect on the day it is passed.

Passed in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

Bill No. 477
2021

By-law No. Z.-1-_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 3700 Colonel Talbot Road.

WHEREAS W-3 Lambeth Farms Inc. have applied to remove the holding provision from the zoning for the lands located at 3700 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 3700 Colonel Talbot Road, as shown on the attached map, to remove the h and h-100 holding provision so that the zoning of the lands as Residential Special Provision R1 (R1-3(23)), Holding Residential Special Provision R1 (h-84*R1-3(23)), Residential Special Provision R1 (R1-4(36)), Residential Special Provision R2 (R2-1(17)), Residential Special Provision R4 (R4-6(12)), Residential Special Provision R6 (R6-5(62)), Residential Special Provision R8 (R8-4(49)), Residential Special Provision R8 (R8-4(50)), Residential Special Provision R8 (R8-4(51)), Convenience Commercial Special Provision 6 (CC6(11)), Convenience Commercial Special Provision 6 (CC6(12)), Neighbourhood Facility Special Provision 1 (NF1(17)), and Open Space 1 (OS1) Zones comes into effect.
2. This By-law shall come into force and effect on the date of passage.

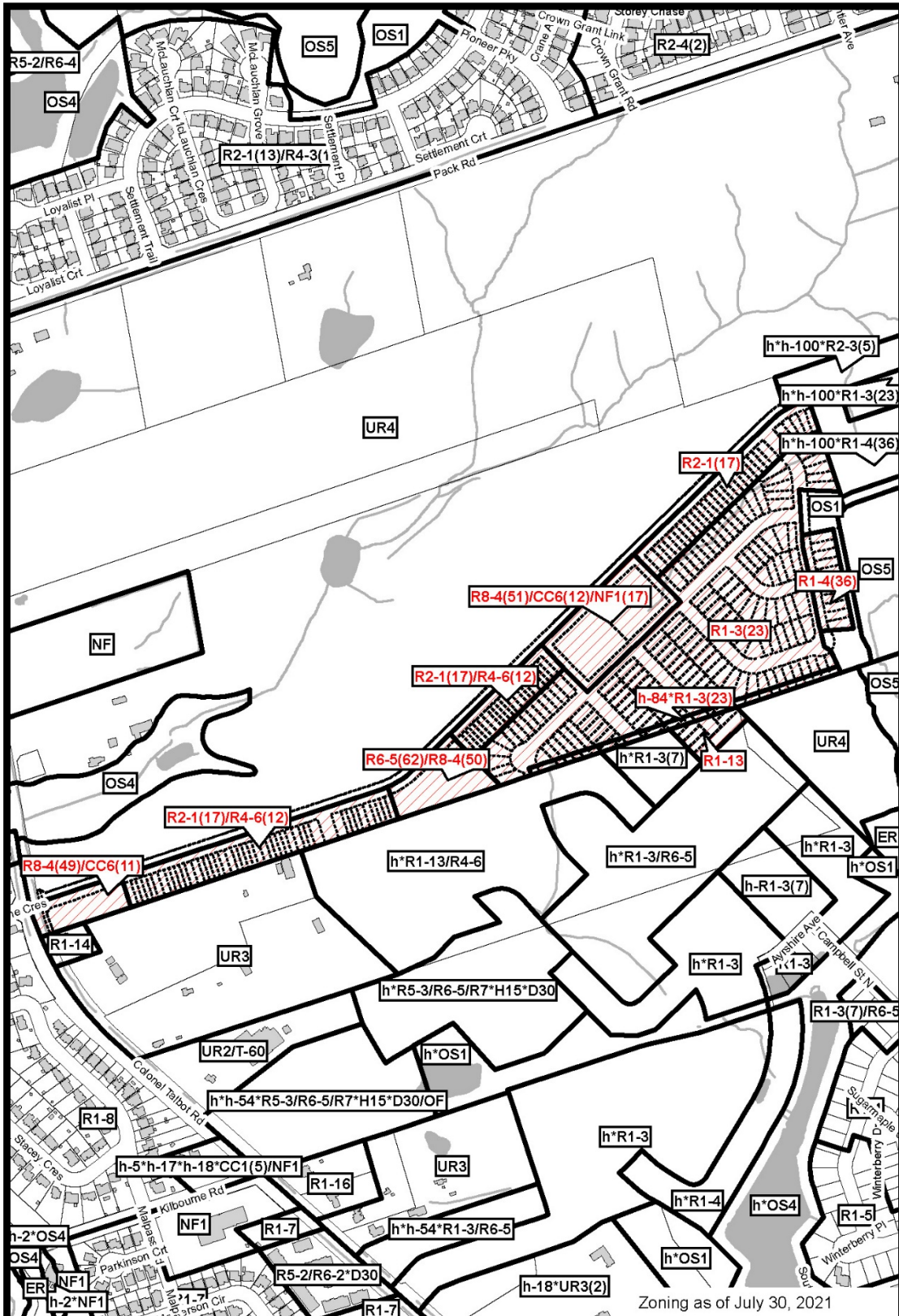
PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - October 5, 2021
Second Reading - October 5, 2021
Third Reading - October 5, 2021

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



File Number: H-9387
 Planner: MC
 Date Prepared: 2021/08/26
 Technician: rc
 By-Law No: Z.-1-

SUBJECT SITE 

1:6,500

0 30 60 120 180 240 Meters



Bill No. 478
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 1154 Sunningdale
Road East

WHEREAS Mary Dann has applied to rezone an area of land located at 1154 Sunningdale 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;

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

1. Section Number 49.3 of the Urban Reserve (UR1) Zone is amended by deleting and replacing the following subsection:

- UR1(1) 1154 Sunningdale Road East
- a) Additional Permitted Use
 - i) Converted dwelling (maximum 3 dwelling units)
 - b) Regulations
 - i) For the purpose of this by-law, the un-opened, un-assumed road allowance dedication of the future extension of Pleasantview Drive shall be considered to be part of the property, and to be used for the calculation of lot area, lot depth, lot frontage, front yard depth, lot coverage, landscaped open space, parking area, parking spaces, drive aisles, and density; until such time as the road allowance dedication is assumed by the Municipality.
 - ii) Lot Frontage (minimum) 20m (65.6ft)
 - iii) Lot Area (minimum) 0.42ha (1.03ac)
 - iv) Rear Yard Depth (minimum) 9m (29.5ft)
 - v) Interior Side Yard (west) (minimum) 9m (29.5ft)

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

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

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

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



Geodatabase

Bill No. 479
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 250-272 Springbank Drive

WHEREAS 2355440 Ontario Inc. has applied to rezone an area of land located at 250-272 Springbank Drive, as shown on the map attached to this by-law, as set out below;

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

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 250-272 Springbank Drive, as shown on the attached map comprising part of Key Map No. A107, from a holding Residential R9 Bonus/Office Residential Special Provision (h.R9-7.H42.B-49/OR4(2)) Zone and an Open Space (OS4) Zone, to a holding Residential R9 Bonus (h.R9-7.H42*B-__) Zone and an Open Space (OS4) 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:

4.3) B-__ 250-272 Springbank Drive

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a two tower residential development, with a maximum height of 15-storeys and a maximum density of 306 units per hectare, which substantively implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law, in return for the following facilities, services and matters:

1. Exceptional Building Design

The building design shown in the various illustrations contained in Schedule "1" of the amending by-law is being bonused for features which serve to support the City's objectives of promoting a high standard of design.

- Enhanced building and site design features and a setback podium creating a pedestrian area linked to the public sidewalk;
- Buildings oriented to Springbank Drive;
- Energy efficient built form;
- Garden suites adjacent to Springbank Drive with sidewalk access
- Architectural design features on the towers that will enhance the skyline and break up the building mass;
- The inclusion of building step backs with a variety of building materials and building articulation to break up the massing of the building;
- Purpose-designed amenity space on top of the parking structure.

2. Construction of 2 levels of underground parking;

3. Dedication of the Open Space Lands as a public link and to complement the adjacent Environmentally Sensitive Area along with the removal of the existing asphalt parking lot and substituting it with landscaping;

4. Provision of Affordable Housing consisting of:

- A total of 28 units (14 one-bedroom units and 14 two-bedroom units) allocated towards the purpose of affordable housing;

- A period of affordability for all identified affordable units be set at 50 years;
- That rent for the identified affordable units be set at 85% of Average Market Rents (as determined by CMHC) for the London Census Metropolitan Area (CMA) for the calendar year of 2021 as established for one-bedroom and two-bedroom units;
- The identified units will be mixed throughout and not otherwise identifiable within the building;
- Rents for the units shall be inclusive of heat and water and shall only be increased once per 12-month period;
- That the identified affordable housing units be aligned with municipal priorities through a required Tenant Placement Agreement with the City of London; and
- All conditions be secured through an agreement registered on title with associated compliance requirements and remedies.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

- a) Permitted Uses
 - i) Apartment buildings
- b) Regulations

i)	Height (Maximum)	51.0 metres
ii)	Density (Maximum)	306 units per hectare
iii)	Front Yard Setback (Minimum)	4.0 metres
iv)	East Side Yard Setback (Minimum)	0.0 metres from the OS4 Zone
v)	West Side Yard Setback (Minimum)	24.0 metres
vi)	Rear Yard Setback (Minimum)	30.0 metres
vii)	Lot Coverage (Minimum)	29%

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

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

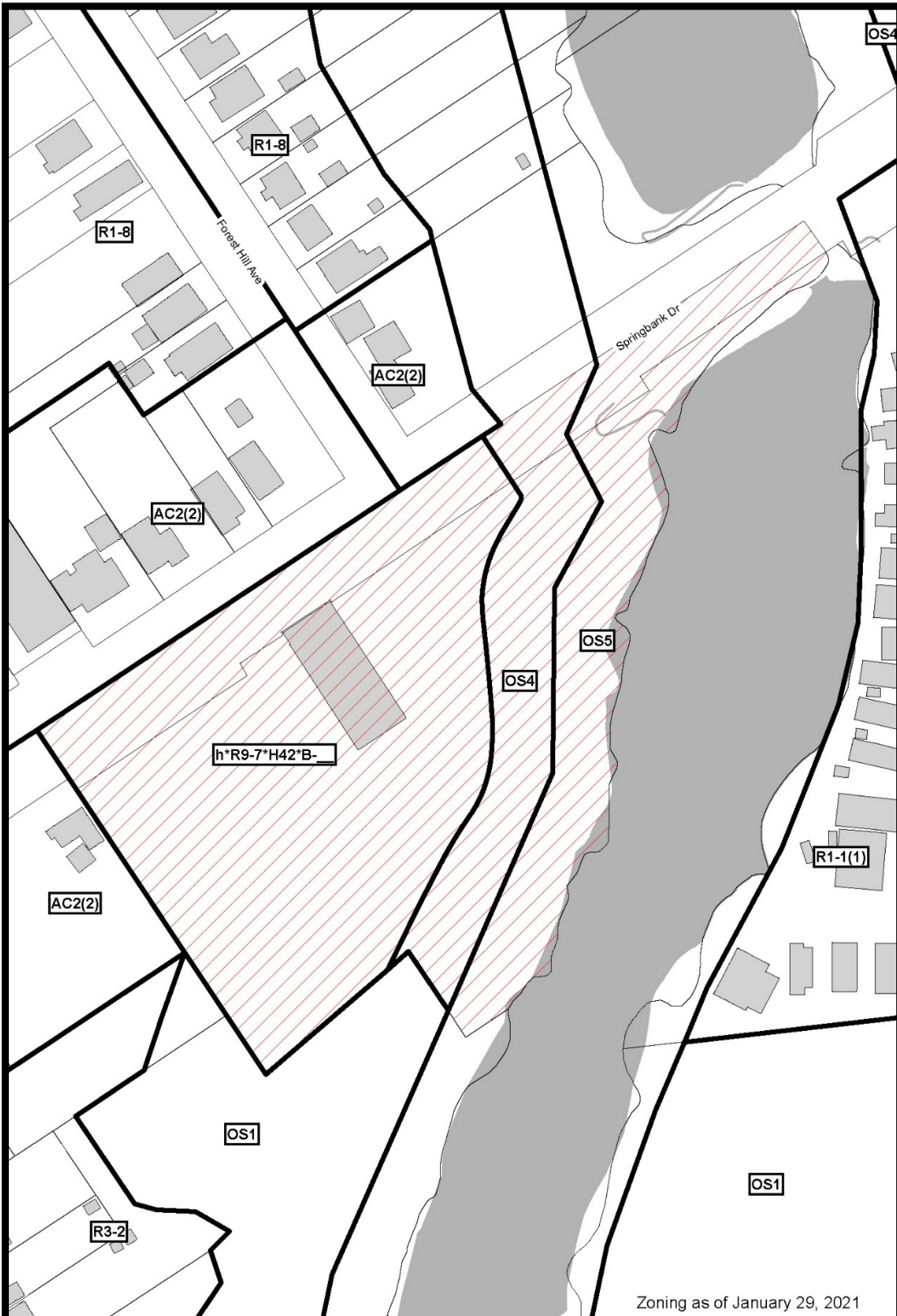
PASSED in Open Council on October 5, 2021.


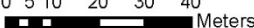

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – October 5, 2021
Second Reading – October 5, 2021
Third Reading – October 5, 2021

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



<p>File Number: Z-9310 Planner: AR Date Prepared: 2021/08/25 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,250</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Geodatabase

Bill No. 480
2021

By-law No. Z.-1-21_____

A bylaw to amend By-law No. Z.-1 to rezone lands located at 1938 & 1964 Commissioners Road East.

WHEREAS Sifton Properties Limited has applied to rezone lands located at 1938 & 1964 Commissioners Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1938 & 1964 Commissioners Road East, as shown on the attached map, FROM an Urban Reserve UR4, Open Space OS4, and holding Open Space (h-2•OS4) Zones TO a holding Residential R1 Special Provision (h•h-100•R1-3(16)) Zone, a holding Residential R1 Special Provision (h•h-100•R1-3(_)) Zone, a holding Residential R1 Special Provision (h•R1-4(28)) Zone, a holding Residential R1/R4 Special Provision (h•h-100•R1-3(16)/R4-3(_)) Zone, a holding Residential R5/R6 Special Provision (h•h-54•h-71•h-100•R5-6(8)/R6-5(31)) Zone, a holding Residential R5/R6/R8 Special Provision (h•h-100•R5-5(_)/R6-5(_)/R8-3(_)) Zone, a holding Business District Commercial/Office/Residential R8 Special Provision (h•h-54•h-100•h-128•BDC2(5)/OF5/R8-4(17)) Zone, an Open Space OS1 Zone, an Open Space OS1 Special Provision (OS1(3)) Zone, an Open Space OS5 Zone, and an Urban Reserve UR4 Special Provision (UR4(7)) Zone.

2. Section Number 5.4 of the Residential R1 Zone is amended by adding the following special provision:

R1-3()

a) Regulations:

- | | | |
|-----|--|------------|
| i) | Front Yard Depth for Main Dwelling (Minimum) | 3.0 metres |
| ii) | Rear Yard Depth (Minimum) | 3.0 metres |

3. Section Number 8.4 of the Residential R4 Zone is amended by adding the following special provision:

R4-3()

a) Regulations:

- | | | |
|------|--|------------|
| i) | Exterior Side Yard Depth to Local Street (Minimum) | 1.2 metres |
| ii) | Exterior Side Yard Depth To Arterial (Minimum) | 6.0 metres |
| iii) | Lot Coverage (Maximum) | 55% |
| iv) | Lot Frontage (Minimum) | 7.0 metres |

4. Section Number 9.4 of the Residential R5 Zone is amended by adding the following special provision:

R5-5()

- a) Regulations:
 - i) Front Yard Depth for Main Dwelling (Minimum) 4.5 metres
 - ii) Rear Yard Depth to OS Zone (Minimum) 4.0 metres
 - iii) Interior Side Yard Depth to OS Zone (Minimum) 1.2 metres

5. Section Number 10.4 of the Residential R6 Zone is amended by adding the following special provision:

R6-5()

- a) Regulations:
 - i) Front Yard Depth for Main Dwelling (Minimum) 4.5 metres
 - ii) Rear Yard Depth to OS Zone (Minimum) 4.0 metres
 - iii) Interior Side Yard Depth to OS Zone (Minimum) 1.2 metres

6. Section Number 12.4 of the Residential R8 Zone is amended by adding the following special provision:

R8-3()

- a) Regulations:
 - i) Height (Maximum) 16 metres (4 storeys)
 - ii) Rear Yard Depth to OS Zone (Minimum) 4.0 metres
 - iii) Front Yard Depth (Minimum) 4.5 metres
 - iv) Interior Side Yard Depth to OS Zone (Minimum) 1.2 metres

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

PASSED in Open Council on October 5, 2021.

Ed Holder
Mayor

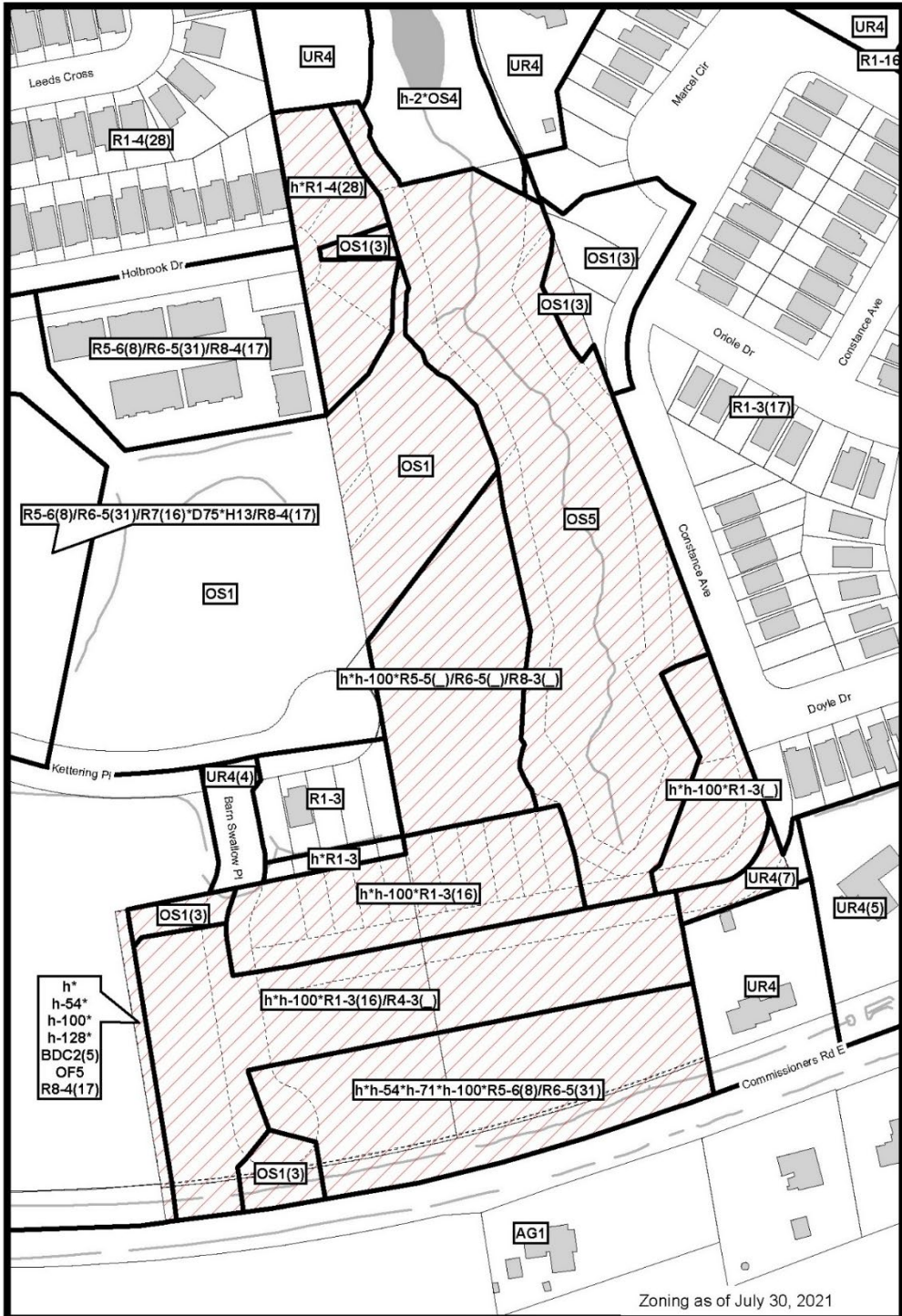
Catharine Saunders
City Clerk

First Reading – October 5, 2021

Second Reading – October 5, 2021

Third Reading – October 5, 2021

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



Zoning as of July 30, 2021

File Number: 39T-19501/Z-9015
 Planner: LM
 Date Prepared: 2021/08/05
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,000

