Council
Agenda

11th Meeting of City Council

August 2, 2022, 4:00 PM

Council Chambers

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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

Motion for Council, In Closed Session (Council will remain In Closed Session until approximately 5:15 PM, at which time Council will rise and reconvene in Public Session; Council may resume In Closed Session later in the meeting, if required.)

4.1. Personal Matters/Identifiable Individual

A matter pertaining to personal matters about identifiable individuals, including municipal or local board employees, with respect to the Awarding of the 2022 Queen Elizabeth Scholarships. (6.1/9/CPSC)

4.2. Land Acquisition/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 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. (6.1/11/CSC)

4.3. Land Acquisition/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 lease of office space 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. (6.2/11/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. (6.3/11/CSC)

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. (6.4/11/CSC)

4.6. Labour Relations/Employee Negotiations

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation. (6.5/11/CSC)

4.7. Land Acquisition / Solicitor-Client Privileged Advice / Commercial and Financial Information / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiation

A matter pertaining to a proposed land donation and pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value; and a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality (6.1/13/PEC)

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

5.1. 10th Meeting held on July 5, 2022 10

6. Communications and Petitions

6.1. Scanlan Street Connection

(Refer to the Civic Works Committee Stage for Consideration with Item #13 (4.1) of the 10th Report of the Civic Works Committee)

1. V. Da Silva 89
2. McKenzie's Associated Auctioneers 92
3. J. Hamilton, Division Manager, Gerdau London Metals Recycling 93

6.2. 538 Southdale Road East (Z-9480)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #13 (3.5) of the 13th Report of the Planning and Environment Committee)

1. M. Davis, Partner, Siv-ik Planning & Design 94

2. L. Dann 96

6.3. 574 Southdale Road East (Z-9481)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #19 (3.11) of the 13th Report of the Planning and Environment Committee)

1. M. Davis, Partner, Siv-ik Planning & Design 97

2. L. Dann 99

6.4. 432 Grey Street - Request to Remove the Fugitive Slave Chapel from a Heritage Designated Property

(Refer to the Planning and Environment Committee Stage for Consideration with Item #11 (3.3) of the 13th Report of the Planning and Environment Committee)

1. C. and A. Cameron 100

6.5. 1067, 1069 and 1071 Wellington Road (OZ-9263 / Z-9264)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #18 (3.10) of the 13th Report of the Planning and Environment Committee)

1. C. O'Brien, Drewlo Holdings Inc. 101

2. J. Zaifman, CEO, London Home Builders' Association 108

7. Motions of Which Notice is Given

8. Reports

8.1. 9th Report of the Community and Protective Services Committee 109

1. Disclosures of Pecuniary Interest

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

3. (2.2) 1st Report of the Animal Welfare Advisory Committee

4. (2.3) Designation of Community Emergency Management Coordinator (Relates to Bill No. 313)

5. (2.4) Renaming of Bostwick Community Centre, YMCA, and Library

6. (2.5) Canada-Wide Early Learning and Child Care System Implementation (Relates to Bill No. 314)

7. (2.6) Single Source Award Recommendation for Housing Identification Program Expansion and Portable Housing Benefits Program (SS-2022-061)

8. (2.7) Homeless Prevention Head Lease Pilot Program Update

9. (4.1) Fireworks in the City of London

10. (4.2) D. Ronson - Signage Containing Graphic Images of Alleged Aborted Fetuses

11. (4.3) Water for Dogs at Pottersburg Dog Park

12. (4.4) Councillor M. van Holst - Homelessness vs. Camping and Transitional Housing

13. (4.5) Councillor M. van Holst - Neighbourhood Decision Making Business Case

14. (4.6) Request for Additional Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands

15. (5.1) Deferred Matters List

8.2. 11th Report of the Strategic Priorities and Policy Committee 116

1. Disclosures of Pecuniary Interest

2. (2.1) London Community Grants Program Innovation and Capital Funding Allocations (2022)

3. (2.3) Diversion Pilot Project - Single Source Contract Award - SS-2022-210

4. (2.4) Reports of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

5. (2.2) Investing in Canada Infrastructure Program Public Transit Stream (ICIP-PTS) - London Transit Commission Highbury Avenue Facility

6. (3.1) Municipal Accommodation Tax on Short-Term Accommodations - Single Source Procurement 2022-211 (Relates to Bill No.'s 315 and 316)

7. (4.1) London Community Recovery Network – Recovery Funding Business Cases

8. (4.2) Consideration of Appointment to the London and Middlesex Community Housing Board of Directors (Requires 2 Members)

9. (4.3) Argyle Business Improvement Association Budget Request

8.3. 11th Report of the Corporate Services Committee 124

1. Disclosures of Pecuniary Interest

2. (2.1) Strategic Advocacy Framework Annual Update

3. (2.2) 2021 Investment Report

4. (2.3) Single Source – Furniture Relocation Services and the Dismantling, Assembling and Moving of Systems Furniture

5. (2.4) Council Members' Expense Account Policy – Update (Relates to Bill No. 321)

6. (2.5) Standing Committee Meetings and Annual Meeting Calendar

7. (2.6) 2nd Report of the County/City Liaison Committee

8. (2.7) Declare Surplus – City-Owned Road Allowance – Princess Street

9. (4.1) Application - Issuance of Proclamation - Terry Fox Week

10. (4.2) Issuance of Proclamation

11. (4.4) Application - Issuance of Proclamation - Emancipation Month

12. (4.5) Application - Issuance of Proclamation - National Coaches Week

13. (4.6) Application - Issuance of Proclamation - World Patient Safety Day

14. (4.3) Application - Issuance of Proclamation - 230th Anniversary: Black Loyalist Exodus: 15 Ships to Sierra Leone

8.4. 10th Report of the Civic Works Committee 129

1. Disclosures of Pecuniary Interest

2. (2.1) 1st and 2nd Reports of the Integrated Transportation Community Advisory Committee

3. (2.2) 1st Report of the Environmental Stewardship and Action Community Advisory Committee

4. (2.3) RFT-2022-149 Automated Turning Movement Studies Tender Award - Irregular Result

5. (2.4) Request for Proposal RFP2022-120 Contract Award of 2022 Sewer Lining (CIPP)

6. (2.6) Consultant Contract Increase for the Mud Creek Phase 2 Detailed Design

7. (2.7) Summerside Spillway Cable Concrete Repairs - Contract Amendment

8. (2.8) Contract Price Increase: 2021 Infrastructure Renewal

9. (2.9) Closing Princess Street (Relates to Bill No. 322)

10. (2.10) Strategic Plan Variance Report

11. (2.11) Municipal Waste & Resource Materials Collection By-law

Amendment (Relates to Bill No. 325)

12. (2.5) Appointment for Consulting Engineer and Drainage Superintendent By-Law Update Under the Drainage Act (Relates to Bill No. 312)

13. (4.1) Scanlan Street Connection - Councillor M. van Holst

14. (5.1) Deferred Matters List

8.5. 13th Report of the Planning and Environment Committee 135

1. Disclosure of Pecuniary Interest

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

3. (2.2) 3rd Report of the Community Advisory Committee on Planning

4. (2.3) Heritage Alteration Permit Application - Elizabeth Street Infrastructure Renewal Project

5. (2.4) Request for Designation under Part IV of the Ontario Heritage Act - 514 Pall Mall Street

6. (2.5) Heritage Alteration Permit - 45 Bruce Street

7. (2.6) 1345 Cranbrook Road and 1005 Longworth Road (P-9488) (Relates to Bill No. 320)

8. (2.7) Building Division Monthly Report - May 2022

9. (3.1) 414 and 418 Old Wonderland Road (39CD-22501)

10. (3.2) 254 Hill Street - Demolition Request for a Heritage Listed Property

11. (3.3) 432 Grey Street - Request to Remove the Fugitive Slave Chapel from a Heritage Designated Property

12. (3.4) 18 Elm Street (Z-9496) (Relates to Bill No.'s 317 and 326)

13. (3.5) 538 Southdale Road East (Z-9480) (Relates to Bill No. 327)

14. (3.6) Parking Standards Review (OZ-9520) (Relates to Bill No.'s 318 and 328)

15. (3.7) 2009 Wharncliffe Road South (OZ-9348) (Relates to Bill No.'s 319 and 329)

16. (3.8) 3510-3524 Colonel Talbot Road (Z-9491) (Relates to Bill No. 330)

17. (3.9) 672 Hamilton Road -Demolition Request on a Heritage Listed Property

18. (3.10) 1067, 1069 and 1071 Wellington Road (OZ-9263 / Z-9264)

19. (3.11) 574 Southdale Road East (Z-9481) (Relates to Bill No. 331)

9. Added Reports

9.1. 11th 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. 311 By-law No. A.-_____-____ 158

A by-law to confirm the proceedings of the Council Meeting held on the 2nd day of August, 2022. (City Clerk)

13.2. Bill No. 312 By-law No. A.-_____-____ 159

A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990, c. D.17, and to repeal By-law No. A.-5339-123 entitled “A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990”. (2.5/10/CWC)

13.3. Bill No. 313 By-law No. A.-_____-____ 160

A by-law to designate an Emergency Management Program Coordinator pursuant to section 10 of Ontario Regulation 380/04 of the Emergency Management and Civil Protection Act. (2.3/9/CPSC)

13.4. Bill No. 314 By-law No. A.-_____-____ 161

A by-law to approve a Canada-Wide Early Learning and Child Care Funding Agreement Template and to authorize the Deputy City Manager, Social and Health Development or their written designate to approve and execute agreements using the Canada-Wide Early Learning and Child Care Funding Agreement Template. (2.5/9/CPSC)

13.5. Bill No. 315 By-law No. A.-_____-____ 201

A bylaw to impose a Municipal Accommodation Tax and to repeal By-law No. A.-7753-259, as amended, entitled, “A bylaw to impose a Municipal Accommodation Tax.” (3.1a/11/SPPC)

13.6. Bill No. 316 By-law No. A.-_____-____ 207

A by-law to authorize an Amending Agreement between The Corporation of the City of London and the Ontario Restaurant, Hotel & Motel Association and to authorize the Mayor and Clerk to execute the Amending Agreement. (3.1c/11/SPPC)

13.7. Bill No. 317 By-law No. C.P.-1512( )-____ 208

A by-law to amend The Official Plan for the City of London, 2016 relating to 18 Elm Street. (3.4a/13/PEC)

13.8. Bill No. 318 By-law No. C.P.-1512( )-___ 211

A by-law to amend the Official Plan for the City of London, 2016 relating to the Parking Standards Review. (3.6a/13/PEC)

13.9. Bill No. 319 By-law No. C.P.-1512( )-___ 214

A by-law to amend The Official Plan for the City of London, 2016 relating to 2009 Wharncliffe Road South (within the Southwest Area Secondary Plan). (3.7a/13/PEC)

13.10. Bill No. 320 By-law No. C.P.-1580-___ 218

A by-law to exempt from Part-Lot Control, lands located at 1345 Cranbrook Road and 1005 Longworth Road, legally described as Block 28 & 29 in Registered Plan 33M-657 (2.6/13/PEC)

13.11. Bill No. 321 By-law No. CPOL.-228(_)-___ 219

A by-law to amend By-law No. CPOL.-228-480, as amended, being "Council Members' Expense Account" to update various provisions of the policy. (2.4/11/CSC)

13.12. Bill No. 322 By-law No. S.-_____-____ 220

A by-law to stop up and close Princess Street. (2.9/10/CWC)

13.13. Bill No. 323 By-law No. S.-_____-____ 221

A by-law to lay out, constitute, establish, and assume lands in the City of London as public highway. (as widening to Wonderland Road South, north of Highway 402) (Chief Surveyor – lands require dedication as a necessary precursor to transfer of said lands to the Ministry of Transportation of Ontario)

13.14. Bill No. 324 By-law No. S.-_____-____ 223

A by-law to lay out, constitute, establish, and assume lands in the City of London as public highway. (as widening to Bostwick Road, south of Southdale Road West; and as widening to Southdale Road West, east of Bostwick Road) (Chief Surveyor – for road dedication purposes pursuant to SPA21-098

13.15. Bill No. 325 By-law No. WM-12-22_____ 225

A by-law to amend the Municipal Waste & Resources Collection By-law WM-12. (2.11/10/CWC)

13.16. Bill No. 326 By-law No. Z.-1-22____ 227

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 18 Elm Street. (3.4b/13/PEC)

13.17. Bill No. 327 By-law No. Z.-1-22____ 233

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 538 Southdale Road East. (3.5/13/PEC)

13.18. Bill No. 328 By-law No. Z.-1-22____ 236

A by-law to amend The Zoning By-law Z.-1 for the City of London, 1993 relating to the Parking Standards Review Recommendation Report.

(3.6b/13/PEC)

13.19. Bill No. 329 By-law No. Z.-1-22____ 246

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2009 Wharncliffe Road South. (3.7b/13/PEC)

13.20. Bill No. 330 By-law No. Z.-1-22____ 258

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3510-3524 Colonel Talbot Road. (3.8/13/PEC)

13.21. Bill No. 331 By-law No. Z.-1-22____ 261

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 574 Southdale Road East. (3.11/13/PEC)

14. Adjournment

Council

Minutes

10th Meeting of City Council
July 5, 2022, 4:00 PM

Present:	Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, S. Hillier
Absent:	M. Salih, S. Turner
Also Present:	M. Schulthess, J. Taylor Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, G. Belch, B. Card, I. Collins, C. Cooper, S. Corman, J. Davison, L. Hamer, O. Katolyk, S. Mathers, V. Morgado, K. Murray, K. Scherr, C. Smith, A. Thompson, B. Warner, B. Westlake-Power The meeting is called to order at 4:01 PM; it being noted that the following members were in remote attendance: Councillors M. van Holst, J. Helmer, M. Hamou, P. Van Meerbergen, E. Peloza and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor S. Hillier discloses a pecuniary interest in Item 8 (5.1) of the 8th Report of the Community and Protective Services Committee, having to do with the Deferred Matters List, specifically item number 1 on the list, by indicating that his family also hosts a five-day event.

Councillor P. Van Meerbergen discloses a pecuniary interest in Bill No. 260, having to do with the establishment of a Child Care and Early Childhood Development Reserve Fund and the repeal of By-law No. A.-6945-139, as amended, by indicating that his wife owns and operates a day care.

2. Recognitions

There are none.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

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

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

4.1 Confidential Information Supplied by Canada

A matter pertaining to information explicitly supplied in confidence to the municipality by Canada (6.1/8/CPSC)

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

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

negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/10/SPPC)

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. (6.1/10/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. (6.2/10/CSC)

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. (6.3/10/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/10/CSC)

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. (6.5/10/CSC)

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

A matter pertaining to litigation with respect to the full expropriation of property located at 73 Wharncliffe Road South, including matters before administrative tribunals, affecting the municipality or local board, namely a claim filed with the OLT-22-002478; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 73 Wharncliffe Road South; and directions and instructions

to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation in connection with the expropriation of a property located at 73 Wharncliffe Road South. (6.6/10/CSC)

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

Council convenes In Closed Session, from 4:15 PM to 4:35 PM.

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

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

That the Minutes of the 9th Meeting, held on June 14, 2022, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

6. Communications and Petitions

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

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

6.1 84-86 St. George Street and 175-197 Ann Street (OZ-9127) - Refer to the Planning and Environment Committee Stage for Consideration with Item #13 (3.5) of the 12th Report of the Planning and Environment Committee

1. J. Hunten

2. M. Tovey

6.2 689 Oxford Street West (Z-9199 & O-9206) - Refer to the Planning and Environment Committee Stage for Consideration with Item 14 (3.6) of the 12th Report of the Planning and Environment Committee

1. D. Traher, VP Planning & Development, Westdell Development Corporation

2. Shadow Study - Strik Baldinelli Moniz

6.3. "RentSafeTO" Program and Complaint Process Improvements - Refer to the Community and Protective Services Committee Stage for Consideration with Item #5 (2.4) of the 8th Report of the Community and Protective Services Committee

1. K. M. Pagniello, Executive Director and M. Laliberte, Staff Lawyer - Neighbourhood Legal Services

2. J. Thompson, Life Spin

3. London ACORN

4. D. Devine

6.4 Participation in Provincial Cargo E-bike Pilot - Refer to the Civic Works Committee Stage for Consideration with Item #6 (4.3) of the 9th Report of the Civic Works Committee

1. H. Miller

6.5 Participation in Provincial E-scooter Pilot - Refer to the Civic Works Committee Stage for Consideration with Item
#7 (4.2) of the 9th Report of the Civic Works Committee

1. A. Husain

2. T. Nolan

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 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: A. Hopkins

That the 12th Report of the Planning and Environment Committee, BE APPROVED, excluding Items 13 (3.5) and 14 (3.6).

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) ReThink Zoning Update and Discussion Papers

Motion made by: A. Hopkins

That, the staff report dated June 20, 2022 entitled "ReThink Zoning Update and Discussion Papers", with respect to introducing the seven discussion papers that have been prepared, providing an update on the work completed to date and the next steps in the process, BE RECEIVED for information. (2022-D14)

Motion Passed

3. (2.2) 1284 and 1388 Sunningdale Road West (H-9506) (Relates to Bill No. 298)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Foxhollow North Kent Developments Inc., relating to a portion of lands located at 1284 and 1388 Sunningdale Road West, the proposed by-law appended to the staff report dated June 20, 2022 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 (h•h-100•R1-3) Zone, a Holding Residential R1 (h•h-100•R1-5) and an Open Space (OS1) Zone TO a Residential R1 (R1-3) Zone, Residential R1 (R1-5) and an Open Space (OS1) Zone to remove the h and h-100 holding provisions. (2022-D09)

Motion Passed

4. (2.3) London Plan Approval - Update on Ontario Land Tribunal Decision and Status of London Plan

Motion made by: A. Hopkins

That, the staff report dated June 20, 2022 entitled "London Plan Approval - Update on Ontario Land Tribunal Decision and Status of London Plan" with respect to the approval of The London Plan as the Official Plan, BE RECEIVED for information. (2022-D22)

Motion Passed

5. (2.4) Bill 109 - More Homes for Everyone Act, 2022 - Information Report

Motion made by: A. Hopkins

That, the staff report dated June 20, 2022 entitled "Bill 109, More Homes for Everyone Act, 2022, Information Report", with respect to amendments to the Planning Act and other statutes, BE RECEIVED for information. (2022-S11)

Motion Passed

6. (2.5) 6092 Pack Road - Designation under Section 29 of the Ontario Heritage Act

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, relating to the designation of the property located at 6092 Pack Road, the following actions be taken:

a) 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 staff report dated June 20, 2022; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property located at 6092 Pack Road to be of cultural heritage value or interest for the reasons outlined in Appendix D of the staff report dated June 20, 2022 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. (2022-R01)

Motion Passed

7. (2.6) Single Source Procurement - Planning Application Signs

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to Signature Graphics:

a) Signature Graphics BE APPROVED as the single source provider of Planning Application signs and related activities for a period of one year with the option for an additional four (4), one (1) year renewals, with an estimated annual expenditure based on demand for services, of between $75,000.00 and $100,000.00 (HST excluded), in accordance with Sections 14.4 (d) and (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 entering into a formal contract and service agreement for this purchase; and,

d) the Mayor and City Clerk BE AUTHORIZED to execute any contract, service agreement or other documents, if required, to give effect to these recommendations. (2022-F17)

Motion Passed

8. (2.7) Building Division Monthly Report - April, 2022

Motion made by: A. Hopkins

That the Building Division Monthly report for April, 2022 BE RECEIVED for information. (2022-A23)

Motion Passed

9. (3.1) 911 and 945 Kleinburg Drive (Formerly 660 Sunningdale Road East) (Z-9321) (Relates to Bill No. 299)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Applewood Market Place Inc., relating to portions of the lands located at 911 and 945 Kleinburg Drive (formerly 660 Sunningdale Road East), the proposed by-law appended to the Added Agenda as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Business District Commercial Special Provision h, h-100, h-173, BDC2(10)*H18 Zone and a Holding Residential R5/R6 Special Provision (h*h-100*h-173*R5-6(9)/R6-5(38)/R8-4(27)) Zone TO a Business District Commercial Special Provision BDC2(__)*H23 Zone, which permits a range of commercial uses on the first floor with residential uses above, to a maximum height of 23m;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- J. Jones, applicant;

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

- the recommended amendment is consistent with, and will serve to implement the policies of the Provincial Policy Statement, 2020 which encourage infill and intensification and the provision of a range of housing types, and efficient use of existing infrastructure;
- the proposed and recommended amendments conform to the in-force policies of The London Plan, including but not limited to Our Strategy, Our City and the Key Directions, as well as conforming to the policies of the Neighbourhoods Place Type;
- the proposed and recommended amendments conform to the policies of the (1989) Official Plan, specifically Low Density Residential and Multi-Family, Medium Density Residential;
- the policies of the Main Street Commercial (Official Plan) and Main Street (London Plan) permit residential units on the ground floor to the rear of commercial/store fronts. The addition of residential to the rear meets the policies of the Official Plan and the London Plan and will help support the construction of the main street as envisioned by the plan;
- the zoning reflects the optimum building type that would be contemplated (apartment buildings) and defines the type of dwelling units that can be located to the rear of commercial for this site; and,
- the conditions for removing the ((h*h-100*h-173) holding provisions have been met and the recommended amendment will allow the construction of commercial/residential mixed-use buildings in compliance with the Zoning By-law. (2022-D12/D14)

Motion Passed

10. (3.2) Housekeeping Amendment to Southwest Area Secondary Plan (Relates to Bill No. 282)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to housekeeping amendment to the Southwest Area Secondary Plan, the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to AMEND the Southwest Area

Secondary Plan by DELETING references to the 1989 Official Plan and ADDING references to The London Plan;

it being noted that a comprehensive review and possible amendments to the Southwest Area Secondary Plan will be subject to a separate review and amendment;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- T. Brydges, Zelinka Priamo Ltd., on behalf of the landowners at 4425 Wellington Road South;

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

- the purpose and effect of the recommended action is to update the SWAP to reflect the transition from the 1989 Official Plan to The London Plan. The recommended action will assist in the interpretation and implementation of the SWAP in conjunction with The London Plan and to improve clarity and consistency of policies and maps in the Plan. (2022-S11)

Motion Passed

11. (3.3) Delegated Authority (Bill 13) and Alternative Notice Measures for Minor Amendments (O-9492) (Relates to Bill No.'s 281 and 283)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to Bill 13, Supporting People and Businesses Act, 2021:

a) the proposed by-law appended to the staff report dated June 20, 2022 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to AMEND the London Plan by adding new policies with respect to delegated approval authority for minor zoning by-law amendments and alternative consultation measures for minor London Plan amendments and zoning by-law amendments, and amending existing policies for consistency with the new policies; and,

b) the proposed by-law appended to the staff report dated June 20, 2022 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to pass a new by-law “Minor Zoning By-law Amendments Delegation and Approval By-law” to authorize Council to delegate approval authority with respect to minor zoning by-law amendments;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- M. Wallace, LDI;

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

- the recommended amendments to the London Plan are consistent with the Planning Act which provides a new discretionary authority that allows municipal councils to delegate decision-making authority under Section 34 that are of a minor nature and permits alternative measures for public notice and consultation;
- the recommended amendments support one of Council’s goals

in the 2019-2023 Strategic Plan, which improve the delivery of service through streamlined Council's decision-making process;
• the recommended amendments to the London Plan establish a policy framework for delegated authority approval with respect to minor zoning by-law amendments and alternative consultation measures for minor London Plan amendments and zoning by-law amendments; and,
• the recommended amendments establish a new Council Policy that authorizes the new authority in accordance with The London Plan as amended pursuant to the Planning Act. (2022-D14)

Motion Passed

12. (3.4) 991 Sunningdale Road West (Z-9472) (Relates to Bill No. 300)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Nasser and Suzan Aljarousha, relating to the property located at 991 Sunningdale Road West, the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Agricultural AG1 Zone TO a Holding Agricultural AG1 Special Provision (h-18*AG1(_)) Zone;

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

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

• the recommended amendment is consistent with the Provincial Policy Statement, 2020;
• the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Farmland Place Type, Our Strategy, our Tools, and other applicable London Plan policies;
• the recommended amendment conforms to the in-force of the 1989 Official Plan, including but not limited to the Agricultural designation; and,
• the recommended amendment facilitates the development of a single detached non-agricultural dwelling which is appropriate and compatible with existing and future land uses in the surrounding area. (2022-D09)

Motion Passed

15. (3.7) 599-601 Richmond Street (Z-9367) (Relates to Bill No. 302)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Westell Development Corp., relating to the property located at 599-601 Richmond Street:

a) the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law

No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Business District Commercial Special Provision (BDC(1)) Zone TO a Business District Commercial Special Provision Bonus (BDC(1))*B-( )) Zone;

the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high-quality mixed-use building, with a maximum height of eight (8) storeys, 57 dwelling units and a maximum density of 519 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated June 20, 2022 as Schedule “1” to the amending by-law in return for the following facilities, services and matters:

1. Exceptional Building Design

i) a built form located along Central Ave that establishes a built edge with primary building entrance, street-oriented units and active uses along this frontage;
ii) treatment of the first two-storeys of the proposed building contrasts with the remainder of the building above to clearly delineate the attractive, pedestrian-oriented area within the public realm;
iii) a contemporary flat roof, with modern cornice lines and canopies for the balconies along the north side of the building, effectively announce the top of the building and help distinguish the building along the corridor;
iv) a variety of materials, colours and textures break up the massing of the building into smaller sections, both vertically and horizontally, to appropriately frame the street and enhance the streetscape; and

2. Provision of Affordable Housing

i) a total of two, 1-bedroom residential units and two, 2-bedroom residential units will be provided for affordable housing;
ii) rents not exceeding 85% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
iii) the duration of affordability set at 50 years from the point of initial occupancy;
iv) the proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;
v) these conditions to be secured through an agreement registered on title with associated compliance requirements and remedies.

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

i) removal of the layaway to maintain the City Boulevard as a green boulevard;
ii) include a minimum of 0.5 to 1m setback from the Central Avenue frontage in order to avoid the requirement for encroachment agreements for building elements such as canopies, balconies, opening of doors, etc.;

A) the main entrance setback from the property line is acknowledged; and,
B) the commercial unit doors need to be recessed (a minimum of 0.5m or as required) to be within the property line; the canopies proposed above the commercial units shall also be within the property line or included in an encroachment agreement; and,

iii) to ensure proper measures are in place during construction, the recommendation of Section 7 in the Heritage Impact

Assessment including a temporary protection plan is recommended to be addressed through site plan approval to mitigate impacts on adjacent heritage properties;

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

- a communication dated June 17, 2022 from AM. Valastro; and,
- the staff presentation;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- L. Kirkness; and,
- AM. Valastro;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Rapid Transit 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 Main Street Commercial Corridor designation;
- the recommended amendment conforms to the Near Campus Neighbourhood Policies that direct more intense development to corridors;
- 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; and,
- the recommended bonus zone for the subject site will provide public benefits that include affordable housing units, barrier-free and accessible design, transit supportive development, and a quality design standard to be implemented through a subsequent site plan application. (2022-D09)

Motion Passed

16. (3.8) 801 Sarnia Road (O-9475 & Z-9476) (Relates to Bill No. 303)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2425293 Ontario Inc., relating to the property located at 801 Sarnia Road:

a) the proposed, ~~attached~~, revised by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a

Residential R8 Bonus (R8-4*B40) Zone and Rail Transportation Zone TO a Holding Residential R8 Special Provision Bonus (h*R8-4(_)*B(_)) Zone and Open Space (OS1) Zone;

the Bonus Zone shall be implemented through one or more agreements to facilitate the development of a high-quality apartment building with a maximum height of 20 meters, and a maximum density of 124 units per hectare (100 units), which substantively implements the Site Plan, Renderings, Elevations and Views ~~attached~~ in Schedule "1". The development shall specifically incorporate the following services, facilities, and matters:

1. Provision of Affordable Housing

i) a total of 4 one-bedroom residential units will be provided for affordable housing;
ii) rents not exceeding 80% of the Average Market Rents (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
iii) the duration of affordability set at 50 years from the point of initial occupancy;
iv) the proponent shall enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations; and,
v) these conditions to be secured through an agreement registered on title with associated compliance requirements and remedies;

2. Design Principles

i) a mid-rise (6 storey) built form located along the Sarnia Road that establishes a built edge with primary building entrance, street oriented residential units and active uses along these frontages;
ii) direct walkway connections from primary building entrance and ground floor residential unit entrances to the City sidewalk along Sarnia Road;
iii) articulated facades including recesses, projections, balconies, and terraces to provide depth and variation in the built form to enhance the pedestrian environment;
iv) a variety of materials, textures, and articulation along building façade(s) to highlight different architectural elements and provide interest and human-scale rhythm along the street frontages;
v) common outdoor amenity space at ground level along with the entrance to future City Pathway.
vi) locates majority of the parking behind the building and away from the street while screening the exposed parking with a combination of landscape and masonry walls;

notwithstanding anything in the By-law to the contrary, the following regulations shall apply:

i) Front Yard Depth to Arterial Road (minimum) - 4.0 meters (13.1 feet)

ii) Rear Yard Setback to Open Space (minimum) 13 meters (42.6 feet)

iii) Height (maximum) 20 meters (65.6 feet)

iv) Parking (minimum) 1 space per unit

v) Parking for Affordable Units (minimum) 0.33 space per unit

vi) Density (maximum)124 units per hectare (100 dwelling units)

b) Section 4.3 iv) - Site Specific Bonus Provisions is amended by deleting the current bonus zone (B-40) and replacing it with the new Bonus Zone outlined above in recommendation a); and,

c) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the change in parking is minor in nature, the existing conditions plan circulated in the Notice of Application and Notice of Revised Application and Notice of Public Meeting accurately reflect the existing condition of the site, and no development or site alteration is proposed;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- J. McGuffin, Monteith Brown Planning Consultants;

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement, 2020, which encourages development to occur within settlement areas and land use patterns that provide for a range of uses and opportunities that will meet the needs of current and future residents;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Neighbourhood Place Type, City Building and Design, Our Tools, and all other applicable London Plan policies; and,
- the recommended amendment secures units for affordable housing through the Bonus Zone. (2022-D09/D14)

Motion Passed

17. (5.1) 2nd Report of the Community Advisory Committee on Planning

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 2nd Report of the Community Advisory Committee on Planning, from its meeting held on June 15, 2021:

a) the Planning and Environment Committee BE ADVISED of the following with respect to the Public Meeting and Revised Application Notice, dated June 1, 2022, from S. Wise, Senior Planner for Revised Official Plan and Zoning By-law Amendments, related to the properties located at 84-86 St. George Street and 175-197 Ann Street:

i) the revised application does not address the outstanding heritage concerns about the site; and,
ii) the Community Advisory Committee on Planning continues to support the previous recommendation to designate the properties located at 84-86 St. George Street and 175-197 Ann Street as heritage resources under the Ontario Heritage Act;

b) the Planning and Environment Committee BE ADVISED that the London Community Advisory Committee on Planning (CACP) received a staff report, dated June 15, 2022, with respect to the Designation of 6092 Pack Road under Section 29 of the Ontario Heritage Act and the CACP supports the staff recommendation to designate the above-noted property to be of cultural heritage value or interest; and,

c) clauses 1.1, 3.1, 3.3, 4.1, 5.2 and 65.1 BE RECEIVED for information.

Motion Passed

13. (3.5) 84-86 St. George Street and 175-197 Ann Street (OZ-9127) (Relates to Bill No.'s 284 and 301)

Motion made by: S. Lewis

That, the following actions be taken with respect to the application by St. George and Ann Block Limited, relating to the property located at 84-86 St. George Street and 175-197 Ann Street:

a) the proposed, ~~attached~~, by-law (Appendix A) BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to CHANGE the Specific Area Policy in the Neighbourhoods Place Type applicable to the subject lands to permit a maximum building height of 23 storeys, and to permit a maximum overall floor area of 500 square metres for retail, service and office uses within the podium base;

b) the proposed, revised, ~~attached~~, by-law (Appendix B) BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law No. Z.-1, to change the zoning of the subject property FROM a Residential R9 (R9-3*H12) Zone TO a holding Residential R10/Convenience Commercial Special Provision Bonus (h*h-41*h-183*h-__*R10-5/CC4(_)*B-(_)) Zone;

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

- a communication from AM. Valastro;
- a communication dated June 9, 2022, from S. Rans;
- a communication from J. Helen, 732 Princess Avenue;
- a communication dated June 9, 2022, from C. Gelinas;
- a communication dated June 9, 2022, from L. White, 132 Central Avenue;
- a communication dated June 10, 2022, from S. Regier;
- a communication dated June 8, 2022, from T. Mitchell;
- a communication dated June 16, 2022, from W. Kinghorn, President, Architectural Conservancy Ontario – London Region;
- a communication dated June 17, 2022, from M. Tovey; and,
- a communication dated June 17, 2022, from A. Soufan, President, York Developments;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Soufan, York Developments;
- E. Mitchell, 695 Richmond Street;
- AM. Valastro; and,
- M. Whalley, North Centre Road. (2022-D04)

Motion made by: S. Lewis
Seconded by: J. Fyfe-Millar

That Item 13, clause 3.5, BE AMENDED to include the following at the end of the clause:

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

- consistent with the Province Policy Statement promoting intensification and redevelopment in appropriate locations while conserving significant heritage resources;
- consistent with the London Plan key directions relating to building a mixed-use compact city and ensuring new development is a good fit within existing neighbourhoods;

- consistent with staff recommended mitigation measures for the railway crash wall, hydrological considerations, and heritage, through the application of holding provisions;

it being noted that at the April 25, 2022 meeting of PEC, civic administration indicated that properties at 183 Ann St. and 197 Ann St. had cultural heritage assets, but the buildings did not represent built heritage that warranted preservation of said buildings in their entirety; and,

it being further noted that Council considers the inclusion of a new brewery onsite to be consistent with the cultural heritage of the site's heritage value as a former brewery.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (2): J. Helmer, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

Motion Passed (11 to 2)

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

That Item 13, clause 3.5, as amended, BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (2): J. Helmer, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

Motion Passed (11 to 2)

Item 13, clause 3.5, as amended, reads as follows:

That, the following actions be taken with respect to the application by St. George and Ann Block Limited, relating to the property located at 84-86 St. George Street and 175-197 Ann Street:

a) the proposed, ~~attached~~, by-law (Appendix A) BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to CHANGE the Specific Area Policy in the Neighbourhoods Place Type applicable to the subject lands to permit a maximum building height of 23 storeys, and to permit a maximum overall floor area of 500 square metres for retail, service and office uses within the podium base;

b) the proposed, revised, ~~attached~~, by-law (Appendix B) BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law No. Z.-1, to change the zoning of the subject property FROM a Residential R9 (R9-3*H12) Zone TO a holding Residential R10/Convenience Commercial Special Provision Bonus (h*h-41*h-183*h-__*R10-5/CC4(_)*B-(_)) Zone;

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

- a communication from AM. Valastro;
- a communication dated June 9, 2022, from S. Rans;
- a communication from J. Helen, 732 Princess Avenue;
- a communication dated June 9, 2022, from C. Gelinas;
- a communication dated June 9, 2022, from L. White, 132 Central Avenue;
- a communication dated June 10, 2022, from S. Regier;
- a communication dated June 8, 2022, from T. Mitchell;
- a communication dated June 16, 2022, from W. Kinghorn, President, Architectural Conservancy Ontario – London Region;
- a communication dated June 17, 2022, from M. Tovey; and,
- a communication dated June 17, 2022, from A. Soufan, President, York Developments;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Soufan, York Developments;
- E. Mitchell, 695 Richmond Street;
- AM. Valastro; and,
- M. Whalley, North Centre Road;

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

- consistent with the Province Policy Statement promoting intensification and redevelopment in appropriate locations while conserving significant heritage resources;
- consistent with the London Plan key directions relating to building a mixed-use compact city and ensuring new development is a good fit within existing neighbourhoods;
- consistent with staff recommended mitigation measures for the railway crash wall, hydrological considerations, and heritage, through the application of holding provisions;

it being noted that at the April 25, 2022 meeting of PEC, civic administration indicated that properties at 183 Ann St. and 197 Ann St. had cultural heritage assets, but the buildings did not represent built heritage that warranted preservation of said buildings in their entirety; and,

it being further noted that Council considers the inclusion of a new brewery onsite to be consistent with the cultural heritage of the site's heritage value as a former brewery.

14. (3.6) 689 Oxford Street West (Z-9199 & O-9206)

Motion made by: S. Lehman

That, the application by 2399731 Ontario Ltd, c/o Westdell Development Corporation BE REFERRED back to the Civic Administration to work with the developer to improve the proposed transition from high density towers to the existing low density abutting residential neighbourhoods with specific attention to addressing shadowing and traffic management at Wonderland and Beaverbrook;

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

- a communication dated June 9, 2022 from L. Bowman; and,
- the staff presentation;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- L. Kirkness, SBM Limited Planning;
- R. Coates, 43 Capulet Walk;
- B. Waddick;
- R. Chapin, President, Dementia Care London Inc., 35 and 41 Capulet Walk;
- T. Timbrell, Inverness Avenue;
- G. Stark, 837 Silversmith Street;
- AM Valastro;
- S. Johnstone, Silversmith Street;
- K. Cates, 30 Laurel Street;
- L. Bowman, Oakridge Glen, 43 Capulet Walk;
- L. Smyth, Silversmith Street;
- J. Cheese, 22 Laurel Street;
- A. Quance, 43 Capulet Walk; and,
- K. Slivinski, 46 Laurel Street. (2022-D09)

Yeas: (4): Mayor E. Holder, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (9): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Peloza, and J. Fyfe-Millar

Absent: (2): M. Salih, and S. Turner

Motion Failed (4 to 9)

At 5:51 PM, His Worship the Mayor places Deputy Mayor J. Morgan in the Chair.

At 5:52 PM, His Worship the Mayor resumes the Chair.

Motion made 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 2399731 Ontario Ltd. c/o Westdell Development Corporation relating to the property located at 689 Oxford Street West:

a) the request to amend Zoning No. Z.-1 to change the existing Highway Service Commercial/Restricted Service Commercial (HS1/HS3/RSC2/RSC4) Zone to a Residential R9 Special Provision Bonus/Highway Service Commercial Special Provision/Restricted Service Commercial Special Provision (R9-7*B-(_)/HS1(_)/HS3(_)/RSC2(_)/RSC4(_) Zone BE REFUSED for the following reasons:

i) The affordable housing contribution associated with the Bonus application is based upon a proposed combination of 1989 Official Plan and London Plan policies; however, the applicable Bonusing policy framework is the 1989 Official Plan bonusing policies.

ii) The requested special provisions for the Bonus Zone are proposed for individual buildings within the subject site, which does not meet the intent of London Plan and/or Zoning by-law Z.-1 regarding matters such as rear-lotting, yard definitions, and railway setback distance.

b) the recommended by-law ~~attached~~ hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on July 5, 2022 to amend Zoning By-law No. Z.-1, in conformity with The London Plan and the applicable policies of the 1989 Official Plan, to change the

zoning of the subject property FROM a Highway Service Commercial/Restricted Service Commercial (HS1/HS3/RSC2/RSC4) Zone, TO a holding Residential R9 Special Provision Bonus/Highway Service Commercial Special Provision/Restricted Service Commercial Special Provision (h-_*R9-7*B-(_)/HS1(_)/HS3(_)/RSC2(_)/RSC4(_) Zone;

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of three apartment buildings as follows: a 17-storey building of 146 units; an 18-storey building of 160 units; and a 21-storey building of 184 units. The development is an increased density of up to 396 units per hectare (490 units total). The development will substantively implement the Site Plan, Renderings and Elevations ~~attached~~ as Schedule "1" to the amending by-law and provides for the following facilities, services, and matters:

1) Provision of Affordable Housing

i) A total of 30 affordable housing units will be provided in the development, including a total of 10 affordable housing units in each of the three buildings (Buildings "A", "B", and "C").
ii) That the affordable unit mix (bachelor, 1-bedroom, 2-bedroom), is representative of the bedroom mix of the overall building within which the affordable units are contained.
iii) Rents not exceeding 80% of the Average Market Rent (AMR) for the London CMA, as determined by the CMHC, at the time of building occupancy for the respective building the affordable units are located within;
iv) The duration of affordability set at 50 years from the point of initial occupancy of the respective building;
v) The proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;
vi) These conditions to be secured through an agreement entered on title with associated compliance requirements and remedies.

2) Exceptional Design

The buildings designs shown in 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 setback podiums on Capulet Walk establishing a built street edge.
- Active uses potential along Capulet Walk street frontage for Building "B" and Building "C".
- Architectural design features on the towers that will enhance the skyline and break up building mass.
- Inclusion of building step backs and varying building heights and articulated facades, including recesses, projections, and balconies, to provide depth and variation in built form and enhance pedestrian environment.
- Ground floor units along Capulet Walk to provide functional doors, walkways, connections to sidewalk on Capulet Walk.

3) Construction of underground parking under the second phase of development (Building "B" and Building "C"); and, a parking structure to function as an engineered crash wall for safety and impact mitigation associated with the adjacent rail line.

c) it BE NOTED that the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

i) Use transparent glazing or active vision glazing on the ground floor of Building “B” and Building “C” on Capulet Walk and Oxford Street frontages to animate the street.
ii) Non-residential ground floor uses in Building “B” and Building “C” are to be oriented to the street and provide “front doors” to Capulet Walk.
iii) Incorporate an urban treatment between the built form fronting Capulet Walk and the City sidewalk.
iv) Recognize that the parking garage structure abutting the CN Rail property will be designed to a crash wall engineering standard, consistent with guidelines for development adjacent to rail lines and CN Rail requirements.
v) Noise attenuation clauses are to be addressed through future development agreements, with regards to mitigative building design standards and property adjacency (within 300m) to rail line operations.
vi) That revised sanitary area plan and design sheets from April 4, 2022 Servicing Memorandum are to be submitted to City Geomatics; and,

d) no action BE TAKEN regarding the application for 1989 Official Plan Amendment for consistency with in-force London Plan policies. It being noted that through Ontario Lands Tribunal (OLT) decision dated May 25, 2022, the final phase of city-wide London Plan policy appeals have been dispensed and therefore the 1989 Official Plan is repealed in accordance with Council decision dated June 23, 2016.

Yeas: (11): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): M. Salih, and S. Turner

Motion Passed (11 to 2)

8.2 8th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 8th Report of the Community and Protective Services Committee, BE APPROVED, excluding Items 6 (2.4) and 8 (5.1).

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that Councillor S. Hillier disclosed a pecuniary interest in clause 5.1 of this Report, having to do with the Deferred Matters List, specifically item number 1 on the list, by indicating that his family also hosts a five-day event.

Motion Passed

2. (2.1) Update on Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated June 21, 2022,with respect to an update on the Giwetashkad Indigenous Homelessness Strategic Plan, BE RECEIVED. (2022-S14/S15)

Motion Passed

3. (2.2) Single Source Procurement of Cultural Arts Restoration Services - SS-2022-176

Motion made by: M. Cassidy

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 June 21, 2022, related to a Single Source Procurement of Cultural Arts Restoration Services SS-2022-176:
a) that a single source procurement award for specialized cultural arts restoration services BE APPROVED to Conservation of Sculptures, Monuments and Objects (CSMO) as per The Corporation of the City of London's Procurement Policy, Section 14.4 d) and e), at a total annual estimated cost of $190,000 (including HST) for the period of July 1, 2022 to June 30, 2024, with the opportunity to extend for four (4) additional two (2) year terms;
b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in part a) above; and,
c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract in relation to the subject matter of this approval. (2022-R08)

Motion Passed

4. (2.5) Zoning By-law Patio Review

Motion made by: M. Cassidy

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 June 21, 2022, related to the Zoning By-law Patio Review:
a) the above-noted report BE RECEIVED; and,
b) a public participation meeting BE HELD at a future meeting of the Community and Protective Services Committee with respect to amending the regulations contained in Section 4.18(6)-Seasonal Outdoor Patios in the Z.-1 Zoning By-law, to allow for greater operational flexibility for local businesses.

Motion Passed

5. (2.3) Fire Master Plan Action Plan

Motion made by: M. Cassidy

That, on the recommendation of the Fire Chief and with concurrence from the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 21, 2022, related to the Fire Master Plan Action Plan:
a) the Fire Master Plan Action Plan, as appended to the above-noted staff report, BE RECEIVED;
b) the Civic Administration BE DIRECTED to take the necessary actions to update the existing Establishing and Regulating By-law and report back at a future meeting of the Community and Protective Services Committee; and,
c) the Civic Administration BE DIRECTED to proceed with implementation of the Fire Master Plan Action Plan; it being noted that implementation will be subject to funding approval through future multi-year budget processes. (2022-P03)

Motion Passed

7. (4.1) Permission to Use Gibbons Park for an Event

Motion made by: M. Cassidy

That the verbal delegation, from J. Scott-Pearse, with respect to a request for permission to use Gibbons Park for an event, BE RECEIVED and NO ACTION BE TAKEN.

Motion Passed

6. (2.4) "RentSafeTO" Program and Complaint Process Improvements

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the staff report, dated June 21, 2022, with respect to the “RentSafeTO” Program and Complaint Process Improvements, BE RECEIVED; it being noted that the communication, as appended to the Added Agenda, from S. Trosow, and the verbal delegation from D. Devine, with respect to this matter, were received. (2022-C10)

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

That clause 2.4, BE AMENDED, by adding the following new part b):

“b) Civic Administration BE DIRECTED to develop and bring forward a business case for a RentSafe London program for consideration during deliberations on the next multi-year budget. it being noted that:

i) RentSafeTO employed 33 full-time staff in 2021 and covers ~3,500 rental apartment buildings that are three storeys or taller and include least 10 units;
ii) the number of building evaluations through RentSafeTO started at 3,421 in 2017 and now averages around 1,500 annually;
iii) the number of annual building audits (for buildings that score below 50% on an evaluation) started at 42 in 2017 and has now decreased to just 7 audits in 2021;
iv) the number of similar apartment buildings in London is likely in the range of 7-10% of Toronto’s total.”

Yeas: (3): J. Helmer, M. Cassidy, and A. Hopkins

Nays: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Failed (3 to 10)

Motion made by: M. Cassidy

Motion to approve clause 2.4.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, and J. Fyfe-Millar

Nays: (3): A. Hopkins, E. Peloza, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (10 to 3)

8. (5.1) Deferred Matters List

That the Deferred Matters List for the Community and Protective Services Committee, as at June 13, 2022, BE RECEIVED.

Motion made by: M. Cassidy

Motion to approve item 1 of the Deferred Matters List.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, and J. Fyfe-Millar

Recuse: (1): S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (12 to 0)

Motion made by: M. Cassidy

Motion that the remainder of the Deferred Matters List, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

8.3 10th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 10th Report of the Strategic Priorities and Policy Committee, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2021 Performance Report and May 2022 Semi-Annual Progress Report

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the report including the 2021 Performance Report, May 2022 Semi-Annual Progress Report as appended to the staff report dated June 22, 2022, BE RECEIVED for information.

Motion Passed

3. (3.1) Housing Development Corporation (HDC) - 2021 Annual General Meeting of the Shareholder Annual Resolutions

Motion made by: J. Morgan

That the following actions be taken with respect to the Housing Development Corporation:

a) on the recommendation of the City Manager, the Independent Auditor's Report of KPMG LLP for the Shareholder of Housing Development Corporation, London, dated December 31, 2021, BE RECEIVED;

b) the presentation by M. Espinoza, CEO, Housing Development Corporation BE RECEIVED;

c) the 2021 Financial Statements BE RECEIVED; and,

d) the 2021 Update on Strategic Area of Focus BE RECEIVED.

Motion Passed

4. (3.2) London and Middlesex Community Housing Inc. (LMCH) - 2021 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 280)

Motion made by: J. Morgan

That the following actions be taken with respect to the London & Middlesex Community Housing:

a) on the recommendation of the City Manager, the proposed by-law as appended to the staff report dated June 22, 2022 as Appendix “A” entitled “A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.”, BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022;

b) the presentation by P. Chisholm, CEO, London & Middlesex Community Housing BE RECEIVED;

c) the 2021 Annual Report BE RECEIVED; and,

d) the 2021 Financial Statements BE RECEIVED.

Motion Passed

5. (4.1) London Community Recovery Network – Recovery Funding Business Cases

Motion made by: J. Morgan

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 June 22, 2022 related to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases:

a) LCRN Business Cases: A through C BE RECEIVED;

b) the following funding requests BE APPROVED:

i) Business Case #1: Estimating the Size of the Gig Labour Market in London and Area;
ii) Business Case #2: London City of Music Expo; and,
iii) Business Case #3: City of Music Conference and Events; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required by the City Solicitor, to implement the approved noted in part b) above.

Motion Passed

6. (5.1) London: A Place to Call Home

Motion made by: J. Morgan

That the presentation, and associated report, from M. Wallace and J. Zaifman, of London Development Institute and London Home Builders Association, respectively, with respect to “London: A Place to Call Home”, BE FORWARDED to the Civic Administration for review, with a request to provide a report back to the appropriate standing committee.

Motion Passed

8.4 10th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 10th Report of the Corporate Services Committee BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Recent Legislative Changes

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Enterprise Supports that the staff report dated June 20, 2022 regarding recent legislative changes BE RECEIVED for information purposes.

Motion Passed

3. (2.3) Amendments to Members of Council Proof of COVID-19 Vaccination Policy (Relates to Bill No. 286)

Motion made by: S. Lewis

That on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated June 20, 2022 to amend the “Members of Council Proof of COVID-19 Vaccination Policy”, BE INTRODUCED at the Municipal Council Meeting to be held on July 5, 2022.

Motion Passed

4. (2.2) Special Projects and New Initiatives Reserve Fund Rationalization Report (Relates to Bill No.'s 258-276)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Special Projects and New Initiatives Reserve Fund Rationalization Report:

a) the Special Projects and New Initiatives Reserve Fund Rationalization Report BE RECEIVED for information; noting that reserve fund targets established in accordance with the authority provided to the City Treasurer in the Council approved Reserve and Reserve Fund Policy are presented in Appendix "B" as appended to the staff report dated June 20, 2022;

b) the Special Projects and New Initiatives Reserve Funds to be maintained, listed in Appendix "B", BE APPROVED;

c) the Special Projects and New Initiatives Reserve Fund by-laws as appended to the staff report as revised Appendix "D", BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022; and,

d) the Civic Administration BE AUTHORIZED to take all actions necessary to implement the changes outlined in the report.

Motion Passed

5. (4.1) Application - Issuance of Proclamation - Make Canada Gold

Motion made by: S. Lewis

That based on the application dated May 20, 2022 from Childhood Cancer Canada, September 1, 2022 BE PROCLAIMED as Make Canada Gold.

Motion Passed

6. (4.2) Application - Issuance of Proclamation - Srebrenica Genocide Remember Day

Motion made by: S. Lewis

That based on the application dated June 6, 2022 from Institute for Research of Genocide Canada Bosnian Canadian Islamic Centre London, July 11, 2022 BE PROCLAIMED as Srebrenica Genocide Remember Day.

Motion Passed

7. (5.1) Restricted Acts of Council after Nomination Day and Voting Day (Relates to Bill No. 277)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Legal Services, the proposed by-law as appended to the staff report dated June 20, 2022 BE INTRODUCED at the Municipal Council meeting of July 5, 2022, to delegate certain authority, should the Municipal Council's actions be restricted after Nomination Day or Voting Day 2022.

Motion Passed

8. (5.2) Mayor's New Year's Honour List Policy (Relates to Bill No. 285)

Motion made by: S. Lewis

That, the ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend By-law No. CPOL.-18-214, as amended, being "Mayor's New Year's Honour List Policy", to update the nominating bodies for each category and increase the number of Distinguished Londoners to six (6) to be recognized annually.

Motion Passed

8.5 9th Report of the Civic Works Committee

Motion made by: E. Peloza
Seconded by: M. van Holst

That the Council BE RECESSED at this time.

Motion Passed

The Council recesses at 6:27 PM and resumes at 6:55 PM.

At 7:03 PM, His Worship the Mayor places Deputy Mayor J. Morgan in the Chair.

At 7:07 PM, His Worship the Mayor resumes the Chair.

Motion made by: E. Peloza

That the 9th Report of the Civic Works Committee, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Peloza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Appointment of Consulting Engineers for the Infrastructure Renewal Program

Motion made by: E. Peloza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 21, 2022, related to the appointment of consulting engineers for the Infrastructure Renewal Program:

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

i) MTE Consultants BE APPOINTED consulting engineers to complete the pre-design, detailed design, and construction administration of Assignment A, Foster Avenue from Oxford Street to Edinburgh Street, in the total amount of $290,236.32, including contingency, excluding HST;

ii) Spriet Associates BE APPOINTED consulting engineers to complete the pre-design, detailed design, and construction administration of Assignment B, Platts Lane from Oxford Street to Cherryhill Place, in the total amount of $415,712.00, including contingency, excluding HST;

iii) Dillon Consulting Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design, and construction administration of Assignment C, Regent Street from Maitland Street to Colborne Street and Fraser Avenue from Regent Street to Huron Street reconstruction, in the total amount of $478,167.58, including contingency, excluding HST;

iv) GM BluePlan Engineering Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of Assignment D, Leonard Street from Burdick Place to Second Street and Second Street from South of Leonard Avenue to North of Pottersburg Creek reconstruction, in the total amount of $294,074.00, including contingency, excluding HST;

v) AECOM Canada Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of Assignment E, York Street from Clarence Street to Colborne Street reconstruction, in the total amount of $498,875.00, 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) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-A05)

Motion Passed

3. (2.4) Updates: Blue Box Transition and Next Steps (Relates to Bill No. 279)

Motion made by: E. Peloza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 21, 2022, related to the Blue Box transition process:

a) the proposed by-law, as appended to the above-noted staff report, being “A by-law to authorize the Deputy City Manager, Environment and Infrastructure to respond to requests for proposals, negotiate and enter into any new service agreements or amending existing City of London service agreements with any Producer Responsibility Organization(s) registered with the Resource Productivity Recovery Authority, and/or their designate”, BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022;

b) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee with the outcome of negotiations and any executed contract(s) that occur with registered Producer Responsibility Organizations and/or their designate pursuant to clause a) above;

c) the Deputy City Manager, Environment and Infrastructure and/or their designate BE DIRECTED to enter into discussions with

the Producer Responsibility Organization responsible for London and area and/or their designate, on their potential interest in using any of the City of London's recycling related infrastructure and assets in particular the City-owned Material Recovery Facility during the transition phase (July 1, 2023 to December 31, 2025) and post-transition phase (2026 and beyond) for operational efficiency purposes, economic opportunities, job creation opportunities, and how costs associated with existing capital and new capital investment would be paid, leased and/or shared; and,

d) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee with the next steps for City of London's Blue Box related infrastructure and assets in particular the City-owned Material Recovery pursuant to clause c) above. (2022-E07)

Motion Passed

4. (2.2) Participation in Canadian Home Builders' Association Project - Towards Cost-Effective Net-Zero Energy Ready Residential Renovations (Relates to Bill No. 278)

Motion made by: E. Peloza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure and the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated June 21, 2022, BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022, to authorize and approve a Memorandum of Understanding between the Canadian Home Builders' Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (2022-D04)

Motion Passed

5. (2.3) Updates: Green Bin Program Implementation

Motion made by: E. Peloza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated June 21, 2022, related to the Green Bin Program Implementation updates BE RECEIVED for information. (2022-E07)

Motion Passed

6. (4.1) Participation in Provincial Cargo E-bike Pilot

Motion made by: E. Peloza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 21, 2022, related to the City of London's potential participation in the Province of Ontario's Cargo E-bike pilot program:

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

b) the Civic Administration BE AUTHORIZED to advise the Province of Ontario that the City of London will be participating in both the commercial and personal components of the Cargo E-bike Pilot Program;

c) the Civic Administration BE AUTHORIZED to update relevant municipal by-laws to incorporate cargo e-bikes for personal use and to bring back the proposed by-law amendments to a future meeting of the Civic Works Committee; and,

d) the Civic Administration BE AUTHORIZED to develop a commercial use cargo e-bike pilot program, including licencing, permitting and by-law amendments and bring back a staff report related to this matter to a future meeting of the Civic Works Committee. (2022-T10)

Motion Passed

7. (4.2) Participation in Provincial E-scooter Pilot

Motion made by: E. Peloza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 21, 2022, related to the City of London's participation in the Province of Ontario's electric kick-style e-scooter pilot:

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

b) the Civic Administration BE AUTHORIZED to advise the Province of Ontario that the City of London will be participating in the personal e-scooter portion of the Provincial pilot, subject to approval of Municipal Council, and will not be participating in the e-scooter share program; it being noted that the Provincial pilot ends December 2024;

c) the Civic Administration BE AUTHORIZED to update relevant municipal by-laws to incorporate e-scooters for personal use and bring back a staff report of proposed by-law amendments to a future meeting of the Civic Works Committee and the Civic Administration BE DIRECTED to consider suggestions from the communications and comments from the delegations heard by the Civic Works Committee, with respect to the Participation in Provincial E-scooter Pilot, as they prepare the appropriate by-law amendments;

d) the Civic Administration BE DIRECTED to monitor other municipalities involved with the Provincial e-scooter share program for the purpose of obtaining details pertinent to such plans as the Climate Emergency Action Plan, Mobility Master Plan, and The London Plan; and,

e) the delegations heard by the Civic Works Committee and communications, with respect to the Participation in Provincial E-scooter Pilot, BE RECEIVED;

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

- V. Lubrano III; and,
- S. Elford. (2022-T10)

Motion Passed

8. (5.1) Deferred Matters List

Motion made by: E. Peloza

That the Civic Works Committee Deferred Matters List as at June 13, 2022, BE RECEIVED.

Motion Passed

8.6 3rd Report of the Audit Committee

Motion made by: J. Morgan

That the 3rd Report of the Audit Committee, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) 2021 Financial Audit

Motion made by: J. Morgan

That the following actions be taken:

a) the 2021 Financial Report of The Corporation of the City of London BE RECEIVED; it being noted that the Audit Committee received a presentation from the Director, Financial Services with respect to this matter; and,

b) the Audit Findings Report as prepared by KPMG for the year ending December 31, 2021, BE RECEIVED; it being noted that the Audit Committee received a presentation from KPMG with respect to this matter.

Motion Passed

3. (4.2) Presentation - Internal Audit Plan - MNP

Motion made by: J. Morgan

That the presentation from MNP, with respect to the internal audit plan BE RECEIVED.

Motion Passed

4. (4.3) Internal Audit Charter - MNP

Motion made by: J. Morgan

That the communication from MNP, with respect to the internal audit charter, BE RECEIVED.

Motion Passed

5. (4.4) Internal Audit Follow-Up Activities Dashboard as of June 6, 2022 - MNP

Motion made by: J. Morgan

That the communication on the agenda and the revised communication on the added agenda from MNP, with respect to the internal audit follow up activities dashboard as of June 6, 2022 and June 10, 2022 BE RECEIVED.

Motion Passed

9. Added Reports

9.1 10th Report of Council in Closed Session

Motion made by: J. Fyfe-Millar
Seconded by: P. Van Meerbergen

1. Tourism Relief Fund – Contribution Agreement

That, on the recommendation of the Deputy City Manager, Finance Supports, the Civic Administration BE DIRECTED to take the following actions with respect to the staff report, dated June 21, 2022, related to the Tourism Relief Fund – Contribution Agreement:

a) undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Contribution Agreement, as appended to the above-noted staff report, for the Tourism Relief Fund between Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London (“Agreement”); and,

b) delegate the necessary authority to the Civic Administration with regards to reports, documents and certificates required under the above-noted Agreement.

5. Offer to Purchase Industrial Land – Odd Burger Corporation – Innovation Park

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 II being composed of Part of Block 1 (subject to final survey) located in the City of London, County of Middlesex and further being part of PIN 081970320, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Odd Burger Corporation under the corporate name Globally Local Real Estate Inc. (the “Purchaser”) to purchase 5.5 acres of the subject property from the City, at a purchase price of $632,500.00 BE ACCEPTED, reflecting a sale price of $115,000.00 per acre, subject to the conditions and terms set out in the Agreement.

6. Lease Amending and Extension Agreement – 1021 Wonderland Road South, Unit #C

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director of Municipal Compliance and on the advice of the Director, Realty Services, with respect to the Lease Amending and Extension Agreement for the lease of commercial space located at 1021 Wonderland Road South, Unit #C, the Lease Amending and Extension Agreement between the City and 13480142 Canada Inc. (the "Landlord") attached as Appendix "A", for lease of approximately 1,644 square feet of deemed rentable area, located at 1021 Wonderland Road South Unit C, for an extension term of Five (5) years, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

Motion made by: J. Fyfe-Millar
Seconded by: S. Lewis

2. Property Acquisition – 19 Raywood Avenue – 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 19 Raywood Avenue, further described as Part of Lot 35, Plan 467(4th) as in Inst. No. 840594, City of London, County of Middlesex, being all of PIN 08358-0101 (LT), containing an area of approximately 6,060 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 Tatiana Natasha Tielemans and Alexandra Coros (the "Vendor"), to sell the subject property to the City, for the sum of $571,500.00 BE ACCEPTED, subject to the terms and conditions 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".

3. Property Acquisition – North of Front Street East Side of 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 North of Front Street East Side of Wellington Road, further described as PT LT 1, PL 11(4th) As in 625863; London, S/T 756609, being all of PIN 08357-0003, containing an area of approximately 2,927.78 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 Jim Pattison Enterprises Ltd (the "Vendor"), to sell the subject property to the City, for the sum of $150,000.00 BE

ACCEPTED, subject to the terms and conditions 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”.

4. Property Acquisition – 1 Kennon Place – 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 1 Kennon Place, further described as Lot 9, Plan 449 (4th), being all of PIN 08357-0026 (LT), containing an area of approximately 2,734.03 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 Peter Alexander Taillon (the “Vendor”), to sell the subject property to the City, for the sum of $525,000.00 BE ACCEPTED, subject to the terms and conditions 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”.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

Motion Passed (12 to 1)

10. Deferred Matters

None.

11. Enquiries

Councillor A. Hopkins enquires with respect to the process to review the Fire Works By-law. The Deputy City Manager, Neighbourhood and City-wide Services provides information about the next steps for community survey, draft staff report, public feedback, and final report to Council.

Councillor M. van Holst enquires with respect to urban encampments, shelter capacity, and transitional housing. The Director, Housing Stability Services provides information on the supports provided to address these issues in the community.

12. Emergent Motions

None.

13. By-laws

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

That Introduction and First Reading of Bill No.’s 258 to 303, inclusive and the added Bill No.’s 307 to 309, and excluding Bill No.’s 260, 284, and 301, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

Motion made by: S. Hillier
Seconded by: J. Fyfe-Millar

That Second Reading of Bill No'.s 258 to 303, inclusive and the added Bill No.'s 307 to 309, and excluding Bill No.'s 260, 284, and 301, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

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

That Third Reading and Enactment of Bill No.'s 258 to 303, inclusive and the added Bill No.'s 307 to 309, and excluding Bill No.'s 260, 284, and 301, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

Motion Passed (13 to 0)

Motion made by: M. Hamou
Seconded by: J. Fyfe-Millar

That Introduction and First Reading of the Bill No. 260 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

Motion Passed (12 to 0)

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

That Second Reading of the Bill No. 260 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

Motion Passed (12 to 0)

Motion made by: E. Peloza
Seconded by: M. Hamou

That Third Reading and Enactment of the Bill No. 260 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

Motion Passed (12 to 0)

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

That Introduction and First Reading of the Bill No.'s 284 and 301 BE APPROVED.

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

Nays: (3): J. Helmer, M. Cassidy, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

Motion Passed (10 to 3)

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

That Second Reading of the Bill No.'s 284 and 301 BE APPROVED.

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

Nays: (3): J. Helmer, M. Cassidy, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

Motion Passed (10 to 3)

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

That Third Reading and Enactment of the Bill No.'s 284 and 301 BE APPROVED.

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

Nays: (3): J. Helmer, M. Cassidy, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

Motion Passed (10 to 3)

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

That Introduction and First Reading of Added Bill No.'s 304 to 306, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

Motion Passed (12 to 1)

Motion made by: J. Fyfe-Millar
Seconded by: A. Hopkins

That Second Reading of Added Bill No.'s 304 to 306, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

Motion Passed (12 to 1)

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

That Third Reading and Enactment of Added Bill No.'s 304 to 306, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

Motion Passed (12 to 1)

Motion made by: J. Fyfe-Millar
Seconded by: E. Peloza

That Introduction and First Reading of Added Bill No. 310, BE APPROVED.

Yeas: (11): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): M. Salih, and S. Turner

Motion Passed (11 to 2)

Motion made by: M. Hamou
Seconded by: E. Peloza

That Second Reading of Added Bill No. 310, BE APPROVED.

Yeas: (11): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): M. Salih, and S. Turner

Motion Passed (11 to 2)

Motion made by: S. Hillier
Seconded by: J. Fyfe-Millar

That Third Reading and Enactment of Added Bill No. 310, BE APPROVED.

Yeas: (11): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): M. Salih, and S. Turner

Motion Passed (11 to 2)

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

Bill No. 258	By-law No. A.-8256-177 - A by-law to confirm the proceedings of the Council Meeting held on the 5th day of July, 2022. (City Clerk)
Bill No. 259	By-law No. A.-8257-178 - A by-law to establish the Animal Services Reserve Fund and to repeal and replace By-law No. A.-8011-185 being “A by-law to establish the Animal Welfare Reserve Fund.” (2.2/10/CSC)
Bill No. 260	By-law No. A.-8258-179 - A by-law to establish the Child Care and Early Childhood Development Reserve Fund and to repeal and replace By-law No. A.-6945-139, as amended, being “A by-law to establish the Child Care and Early Childhood Development Reserve Fund”. (2.2/10/CSC)
Bill No. 261	By-law No. A.-8259-180 - A by-law to establish the Community Improvement Program Reserve Fund and to repeal By-law No. A.-6868-272 being “A by-law to establish the Community Improvement Program – Grant Reserve Fund” and repeal and replace By-law No. A.-6867-271 being “A by-law to establish the Community Improvement Program – Loan Reserve Fund.” (2.2/10/CSC)
Bill No. 262	By-law No. A.-8260-181 - A by-law to establish the Dearness Home Gift Reserve Fund and to repeal and replace By-law No. A.-8013-187 being “A by-law to establish the Dearness Home Gift Reserve Fund.” (2.2/10/CSC)
Bill No. 263	By-law No. A.-8261-182 - A by-law to establish the Economic Development Reserve Fund and to repeal and replace By-law No. A.-7729-217 being “A by-law to establish the Economic Development Reserve Fund and to repeal and replace By-law A.-6514-123 being “A by-law to establish the Economic Development Reserve Fund.” (2.2/10/CSC)
Bill No. 264	By-law No. A.-8262-183 - A by-law to establish the Golf Course Reserve Fund. (2.2/10/CSC)
Bill No. 265	By-law No. A.-8263-184 - A by-law to establish the Municipal Election Reserve Fund and to repeal and replace By-law No. A.-8014-188 being “A by-law to establish the Municipal Election Reserve Fund.” (2.2/10/CSC)
Bill No. 266	By-law No. A.-8264-185 - A by-law to establish the Affordable Housing Reserve Fund and to repeal and replace By-law No. A.-6040-646 being “A by-law to establish the New Affordable Housing Reserve Fund.” (2.2/10/CSC)
Bill No. 267	By-law No. A.-8265-186 - A by-law to establish the Cultural Prosperity Reserve Fund. (2.2/10/CSC)
Bill No. 268	By-law No. A.-8266-187 - A by-law to establish the Horton Street Environmental Reserve Fund and to repeal and replace By-law No. A.-7199-364 being “A by-law to establish the PUC Environmental Reserve Fund.” (2.2/10/CSC)

Bill No. 269	By-law No. A.-8267-188 - A by-law to establish the Automated Enforcement Reserve Fund and to repeal and replace By-law No. A.-8018-192 being “A by-law to establish the Red Light Camera Program Reserve Fund.” (2.2/10/CSC)
Bill No. 270	By-law No. A.-8268-189 - A by-law to establish the Social Housing Reserve Fund. (2.2/10/CSC)
Bill No. 271	By-law No. A.-8269-190 - A by-law to establish the Social Services Reserve Fund and to repeal and replace By-law No. A.-7194-350 being “A by-law to establish the Social Services Reserve Fund and to repeal the Consolidated Verification Process Reserve Fund, By-law A.-5955-26.” (2.2/10/CSC)
Bill No. 272	By-law No. A.-8270-191 - A by-law to establish the Tourism Infrastructure Reserve Fund and to repeal and replace By-law No. A.-7756-262 being “A by-law to establish the Tourism Infrastructure Reserve Fund.” (2.2/10/CSC)
Bill No. 273	By-law No. A.-8271-192 - A by-law to establish the Sump Pump, Sewage Ejector and Storm PDC Grant Program Reserve Fund and to repeal and replace By-law No. A.-6404-273 being “A by-law to establish the Sump Pump, Sewage Ejector and Storm PDC Grant Program Reserve Fund.” (2.2/10/CSC)
Bill No. 274	By-law No. A.-8272-193 - A by-law to establish the Lead Service Extension Replacement Loan Program Reserve Fund. (2.2/10/CSC)
Bill No. 275	By-law No. A.-8273-194 - A by-law to establish the Water Customer Assistance Reserve Fund and to repeal and replace By-law No. A.-6969-185 being “A by-law to establish the Water Customer Assistance Reserve Fund.” (2.2/10/CSC)
Bill No. 276	By-law No. A.-8274-195 - A by-law to repeal By-law No. A.-6328-88, being “A by-law to establish the Creative City Reserve Fund”; By-law No. A.-8015-189 being “A by-law to establish the Official Plan Reserve Fund”; By-law No. A.-8016-190 being “A by-law to establish the Tree Bank Reserve Fund”; and By-law No. A.-6618-67, being “A by-law to provide for the Disconnection of Sewer Cross-Connection Loan Program Reserve Fund.” (2.2/10/CSC)
Bill No. 277	By-law No. A.-8275-196 - A by-law to authorize the delegation of authority to the City Manager for certain acts of Council after Nomination Day for the 2022 Municipal Election, should the City Clerk determine that the incoming Council will include less than three quarters of the members of the outgoing Council. (5.1/10/CSC)
Bill No. 278	By-law No. A.-8276-197 - A by-law to authorize and approve a Memorandum of Understanding between the Canadian Home Builders’ Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (2.2/9/CWC)

Bill No. 279	By-law No. A.-8277-198 - A by-law to authorize the Deputy City Manager, Environment & Infrastructure to respond to requests for proposals, negotiate and enter into any new service agreements or amending existing City of London service agreements with any Producer Responsibility Organization(s) registered with the Resource Productivity Recovery Authority, and/or their designate. (2.4a/9/CWC)
Bill No. 280	By-law No. A.-8278-199 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.2/10/SPPC)
Bill No. 281	By-law No. A.-8279-200 - A by-law to delegate Council's authority with respect to approvals for zoning by-law amendments that are of a minor nature under Section 39.2 of the Planning Act, R.S.O. 1990, c.P.13. (3.3b/12/PEC)
Bill No. 282	By-law No. C.P.-1512(bl)-201 - A by-law to amend the Official Plan for the City of London, 2016 relating to the Southwest Area Secondary Plan. (3.2/12/PEC)
Bill No. 283	By-law No. C.P.-1512(bm)-202 - A by-law to amend The Official Plan for the City of London, 2016 relating to new delegation and alternative measures for public consultation pursuant Bill 13. (3.3a/12/PEC)
Bill No. 284	By-law No. C.P.-1512(bn)-203 - A by-law to amend the Official Plan for the City of London, 2016 relating to 84-86 St. George and 175-197 Ann Street. (3.5a/12/PEC)
Bill No. 285	By-law No. CPOL.-18(e)-204 - A by-law to amend By-law No. CPOL.-18-214, as amended, being "Mayor's New Year's Honour List Policy" to update the nominating bodies for each category. (5.2/10/CSC)
Bill No. 286	By-law No. CPOL.-407(b)-205 - A by-law to amend By-law No. CPOL.-407-321, being "Members of Council Proof of COVID-19 Vaccination Policy" by deleting and replacing Schedule "A". (2.3/10/CSC)
Bill No. 287	By-law No. S.-6189-206 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Windermere Road west of Corley Drive) (Chief Surveyor – for road dedication purposes pursuant to SP15-009524)
Bill No. 288	By-law No. S.-6190-207 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wellington Street, south of Bathurst Street) (Chief Surveyor – for road dedication purposes pursuant to Consent B.038/17)
Bill No. 289	By-law No. S.-6191-208 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Grey Street east of Maitland Street) (Chief Surveyor – for road dedication purposes pursuant to Consent B.027/21)

Bill No. 290	By-law No. S.-6192-209 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Huron Street between Waterloo and Colborne Streets) (Chief Surveyor – for road dedication purposes pursuant to Consent B.034/16)
Bill No. 291	By-law No. S.-6193-210 - A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Bradley Avenue. (Chief Surveyor – for road dedication purposes pursuant to the Bradley Avenue Extension project)
Bill No. 292	By-law No. S.-6194-211 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Oxford Street East west of Industrial Road) (Chief Surveyor – for road dedication purposes pursuant to SPA21-067)
Bill No. 293	By-law No. S.-6195-212 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, west of Montgomery Road) (Chief Surveyor – for road dedication purposes pursuant to SPA19-018)
Bill No. 294	By-law No. S.-6196-213 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Southport Crescent; as widening to Southport Crescent and Chelton Road; as part of Evans Boulevard; as part of Candice Road; and as part of Fairchild Road) (Chief Surveyor – registration of 33M-818 requires 0.3m reserves on abutting plans 33M-756 and 33M-789 for unobstructed legal access through the subdivision)
Bill No. 295	By-law No. S.-6197-214 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sunningdale Road West, west of Hyde Park Road) (Chief Surveyor – for road dedication purposes pursuant to Consent B.048/15)
Bill No. 296	By-law No. S.-6198-215 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South north of Wharncliffe Road South) (Chief Surveyor – for road dedication purposes pursuant to SPA17-101)
Bill No. 297	By-law No. S.-6199-216 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wellington Road north of Wilkins Street; and Wilkins Street west of Wellington Road) (Chief Surveyor – for road dedication purposes pursuant to SPA17-006)
Bill No. 298	By-law No. Z.-1-223036 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for a portion of the lands located at 1284 and 1388 Sunningdale Road West. (2.2/12/PEC)
Bill No. 299	By-law No. Z.-1-223037 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 660 Sunningdale Road East. (3.1/12/PEC)

Bill No. 300	By-law No. Z.-1-223038 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 991 Sunningdale Road West. (3.4/12/PEC)
Bill No. 301	By-law No. Z.-1-223039 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 84-86 St. George and 175-197 Ann Street. (3.5b/12/PEC)
Bill No. 302	By-law No. Z.-1-223040 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 599-601 Richmond Street. (3.7a/12/PEC)
Bill No. 303	By-law No. Z.-1-223041 - A by-law to amend By-law No. Z.-1 to rezone lands located at 801 Sarnia Road. (3.8a/12/PEC)
Bill No. 304	By-law No. A.-8280-217 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Tatiana Natasha Tielemans and Alexandra Coros, for the acquisition of the property located at 19 Raywood Avenue, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/10/CSC)
Bill No. 305	By-law No. A.-8281-218 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Jim Pattison Enterprises Ltd, for the acquisition of the property located at North of Front Street East Side of 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. (6.2/10/CSC)
Bill No. 306	By-law No. A.-8282-219 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Peter Alexander Taillon, for the acquisition of the property located at 1 Kennon Place, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/10/CSC)
Bill No. 307	By-law No. A.-8283-220 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Globally Local Real Estate Inc., for the sale of the City owned industrial land located in Innovation Park Phase II being composed of Part of Block 1 (subject to final survey) located in the City of London County of Middlesex and further being part of PIN 081970320, containing an area of approximately 5.5 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/10/CSC)
Bill No. 308	By-law No. A.-8284-221 - A by-law to authorize and approve a Lease Extension and Amending Agreement between The Corporation of the City of London and 13480142 Canada Inc., for the commercial space located at 1021 Wonderland Road South, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/10/CSC)

Bill No. 309	By-law No. A.-8285-222 - A by-law to approve a Contribution Agreement between the Her Majesty the Queen in Right of Canada hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London (“Agreement”); and to authorize the Mayor and City Clerk to execute the Agreement. (6.1/8/CPSC)
Bill No. 310	By-law No. Z.-1-223042 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 689 Oxford Street West. (3.6b/12/PEC)

14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 7:48 PM.

_____

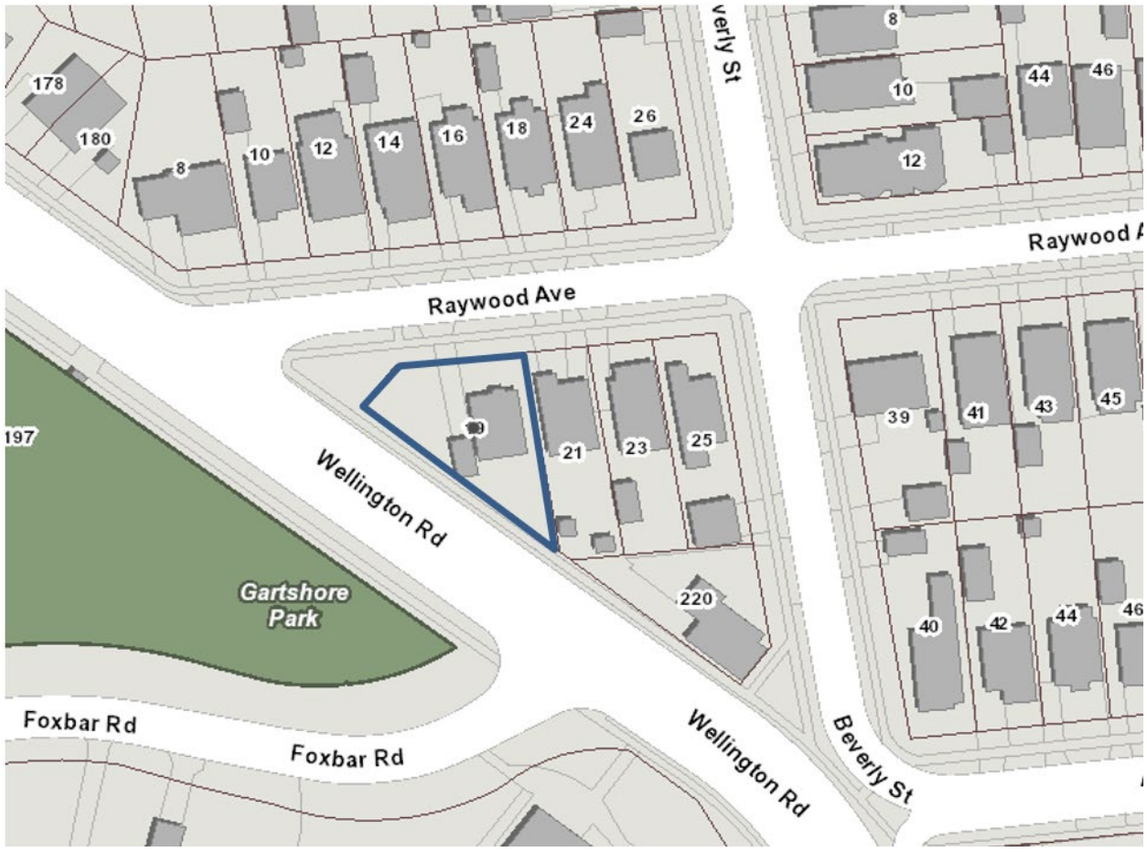
Ed Holder, Mayor

_____

Michael Schulthess, City Clerk

Appendix B – Location Map

19 Raywood Avenue



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDORS: TATIANA NATASHA TIELEMANS AND ALEXANDRA COROS

REAL PROPERTY:

Address: 19 Raywood Avenue, London, ON N6C 1Y4

Location: South side of Raywood Avenue, East side of Wellington

Measurements: 562.98 m²/ 6,060 ft² (72' x 107'x irregular)

Legal Description: Part of Lot 35, Plan 467(4th),
as in Inst. No. 840594,
City of London, County of Middlesex,
being all of PIN 08358-0101 (LT), (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendors in accordance with the terms and conditions as set out in this Agreement.

2. **SALE PRICE:** The purchase price shall be FIVE HUNDRED AND SEVENTY-ONE THOUSAND, FIVE HUNDRED DOLLARS CDN ($571,500) 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 Vendors until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **July 8th 2022**, 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 **January 6th 2023** (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 **January 20th 2023.** Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.

8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.

9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.

10. **FUTURE USE:** The Vendor and the Purchasers 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 Vendors and which Vendors are 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 Vendors. If requested by the Purchaser, the Vendors 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 the Vendors 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 the Vendors 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 Vendors.

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 the Vendors under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if the Vendors delivers on completion the prescribed certificate or a statutory declaration that Vendors are 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 Vendors 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 Vendors 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:** Vendors warrant 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 Vendors 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 Vendors and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendors 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 Vendors. 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.

We, the undersigned Vendors agree to the above offer.

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

DS	DocuSigned by: 8556B8B6E8AC4D9	6/6/2022
Witness:	Tatiana Natasha Tielemans	Date
DS	DocuSigned by: Alexandra Coros DCD2E58144D44EA	6/6/2022
Witness:	Alexandra Coros	Date

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

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 _____ , 2022.

THE CORPORATION OF THE CITY OF LONDON

_____

Ed Holder, Mayor

_____

Michael Schulthess, City Clerk

VENDOR'S LAWYER: David Amin, Amin Law Professional Corporation, info@davidaminlaw.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 Vendor's 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 Vendors. Pending completion, the Vendors 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 Vendors 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 Vendors may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.

4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.

5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal expenditures incurred in acquiring a similar replacement property, providing a claim is made by the Vendors within one year of the Completion Date of this transaction, and such expenses are pre-approved by the City at their sole discretion. The Vendors shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of *the Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.

6. **SECTION 18 OF THE *EXPROPRIATIONS ACT*:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendors an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being $28,500, upon completion of this transaction.

7. **SECTION 20 OF THE *EXPROPRIATIONS ACT*:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.

8. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.

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, all chattels, fixtures, and rental items including hot water heater 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. **RENTAL ITEMS/EXCLUDED FIXTURES:**. The Purchaser will not assume the rental contract for any equipment, which shall be paid out prior to closing.

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#22093
June 20, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 19 Raywood Avenue
Wellington Gateway Project
(Subledger LD180028)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Tatiana Natasha Tielemans and Alexandra Coros

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 recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	**Approved Budget**	**Committed To Date**	**This Submission**	**Balance for Future Work**
Land Purchase	18,032,900	13,613,148	623,553	3,796,199
Total Expenditures	$18,032,900	$13,613,148	$623,553	$3,796,199
Sources of Financing				
Capital Levy	1,896,342	1,431,560	65,573	399,209
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	12,181,588	557,980	3,396,990
Total Financing	$18,032,900	$13,613,148	$623,553	$3,796,199

Financial Note:

Purchase Cost	$571,500
Add: Legal Fees etc.	33,500
Add: Land Transfer Tax	7,905
Add: HST @13%	78,650
Less: HST Rebate	-68,002
Total Purchase Cost	$623,553

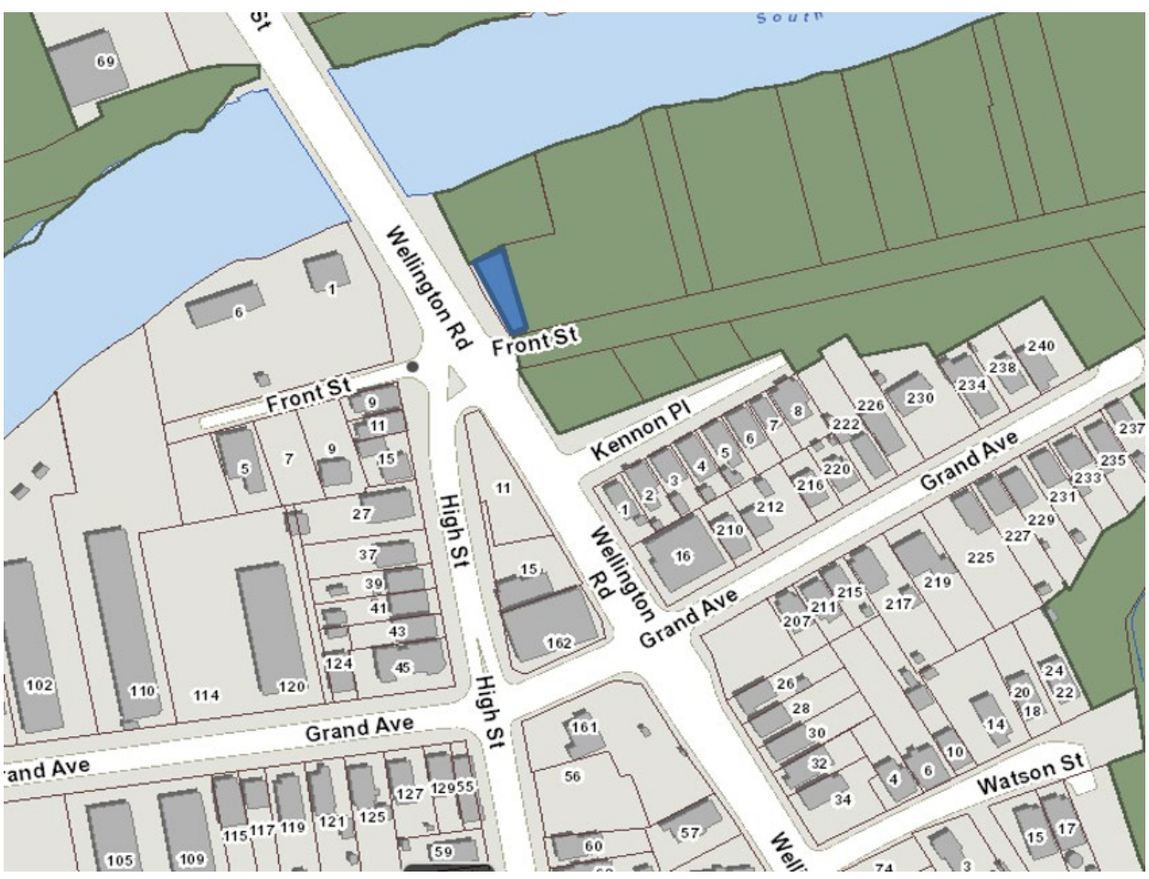
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Jason Davis
Manager of Financial Planning & Policy

km

Appendix B – Location Map

North of Front Street East Side of Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: JIM PATTISON ENTERPRISES LTD.

REAL PROPERTY:

Address: NE Front Street at Wellington Rd, London ON

Location: East side of Wellington Road, North of Front Street

Measurements: approximately 272 m²/ 2,927.78 ft²

Legal Description: PT LT 1, PL 11(4TH)
As in 625863; LONDON, S/T 756609, if any
being all of PIN 08357-0003, (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.

2. **SALE PRICE:** The purchase price shall be ONE HUNDRED AND FIFTY THOUSAND DOLLARS CDN ($150,000.00) 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, by certified cheque or wire transfer to the Vendor's solicitors, Fasken, Martineau, DuMoulin LLP, 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 **July 8th, 2022**, 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 7th, 2022**, (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.

7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **October 21st, 2022.** 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. The Vendor shall be exempted from collecting HST from the Purchaser in connection with this transaction. If the Purchaser, or the "recipient" as that term is defined in the *Excise Tax Act* (Canada), as amended from time to time (the "Act"), as the case may be, is a registrant under the Act, and in that event the Purchaser shall file returns and remit any required HST to the applicable authority under the Act when and to the extent required by the Act. The Purchaser shall indemnify the Vendor from any liability of the Vendor under the Act arising because of a breach of the obligation of the Purchaser set out in this Section or arising under the Act or any inaccuracy, misstatement or misrepresentation made by the Purchaser in the HST Certificate provided for below, together with all losses, costs and expenses resulting from such breach, inaccuracy, misstatement or misrepresentation. On or prior to closing, the Purchaser' shall provide the Vendor with a certificate confirming that the Purchaser is registered pursuant to the Act for the purposes of paying and receiving HST in Canada and that such registration has not been varied, cancelled or revoked, and which certificate shall set out the Purchaser's registration number under the Act with respect to HST (the "HST Certificate"). The Purchaser's obligations under this Section 9 shall not merge on, but shall survive the closing of this transaction.

10. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as

otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, 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, the Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.

14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.

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

16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.

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

19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.

20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

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

I, the undersigned Vendor agree to the above offer.

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

JIM PATTISON ENTERPRISES LTD.

Witness: Sharon Soncas

Name: David Bell
Title: Vice-President
I have authority to bind the Corporation.

Jun 2/22
Date

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

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 _____ , 2022.

THE CORPORATION OF THE CITY OF LONDON

_____

Ed Holder, Mayor

_____

Michael Schulthess, City Clerk

VENDOR'S LAWYER: P. Martin Emmons, Partner, Fasken Martineau DuMoulin, LLP 416-868-3473 Fax 416-364-7813

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 Vendor's reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.

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. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property prior to the closing of this Agreement.

4. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 90 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. Upon discovering any issues with the condition of the Property, as determined by the Purchaser in their sole discretion, the Purchaser may provide notice to the Vendor in writing within the 90 day period that this Agreement shall be at an end and all monies therefore 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 notice provided within such time, the Purchaser shall be conclusively deemed to have waived this condition. The Purchaser shall indemnify and save the Vendor harmless from and against any and all claims, suits, proceedings, liabilities, obligations, losses, damages, costs and expenses which the Vendor may suffer or incur as a result of any damage to the Property caused by any tests conducted in respect of the Property by or on behalf of the Purchaser and the repair of any damage to the Property, and also from any personal injury (including death) caused by or occurring during any such tests or the repair of any damage to the Property caused by such tests. The indemnity and repair provisions contained in this Section 4 shall survive the termination and completion of this Agreement.

5. **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*.

6. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.

7. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to One Thousand Dollars ($1,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#22094
June 20, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, North of Front Street East Side of Wellington Road
Wellington Gateway Project
(Subledger LD220058)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Jim Pattison Enterprises Ltd.

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 recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	**Approved Budget**	**Committed To Date**	**This Submission**	**Balance for Future Work**
Land Purchase	18,032,900	14,236,701	158,953	3,637,246
Total Expenditures	$18,032,900	$14,236,701	$158,953	$3,637,246
Sources of Financing				
Capital Levy	1,896,342	1,497,133	16,716	382,493
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	12,739,568	142,237	3,254,753
Total Financing	$18,032,900	$14,236,701	$158,953	$3,637,246

Financial Note:

Purchase Cost	$150,000
Add: Legal Fees etc.	5,000
Add: Land Transfer Tax	1,225
Add: HST @13%	20,150
Less: HST Rebate	-17,422
Total Purchase Cost	$158,953

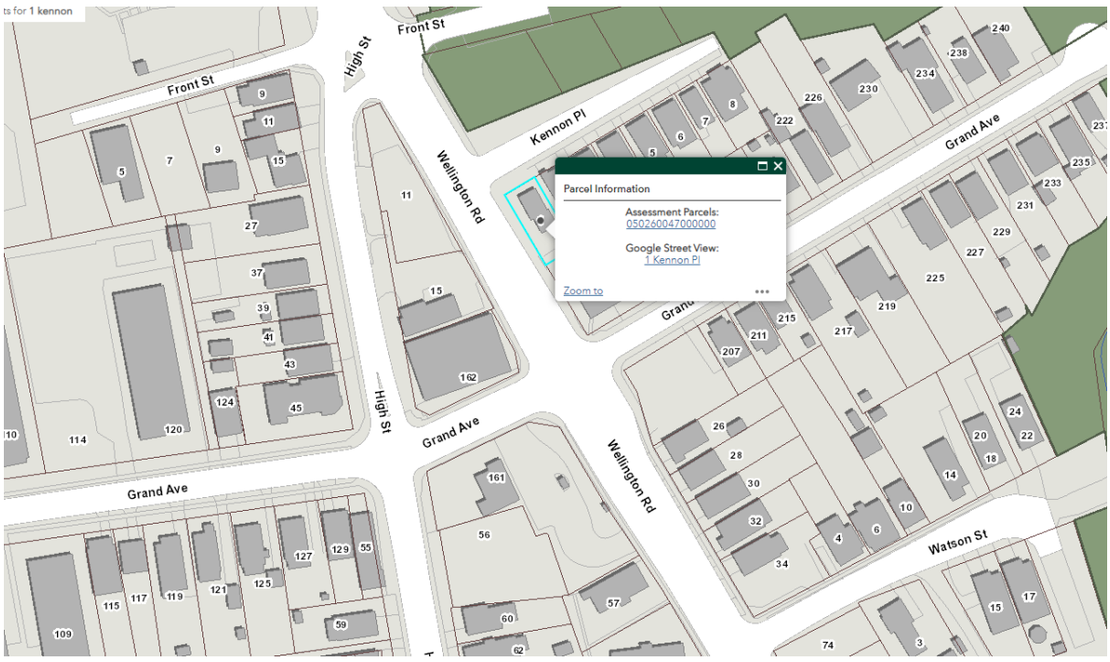
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

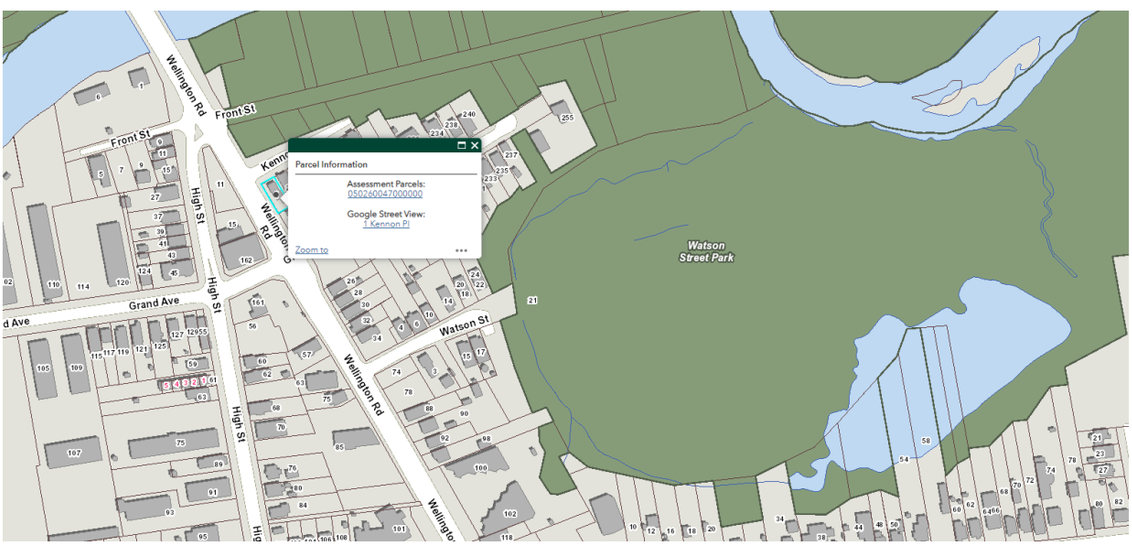
Jason Davis
Manager of Financial Planning & Policy

km

Appendix B – Location Map

1 Kennon Place





Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: PETER ALEXANDER TAILLON

REAL PROPERTY:

Address: 1 Kennon Place, London, ON N6C 1K7

Location: East side of Wellington Road, South of Kennon Place

Measurements: approximately 253.99 m²/ 2,734.03 ft²

Legal Description: Lot 9, Plan 449 (4th), in the City of London, County of Middlesex, being all of PIN 08357-0026 (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 FIVE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS CDN ($525,00.00) 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 **July 8th, 2022,** 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 **July 29th, 2022,** (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 **August 12th, 2022.** 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

_____
Michael Schulthess, City Clerk

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

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: _____

Name: PETER ALEXANDER TAILLON BY MICHAEL TALLON PURSUANT TO POWER OF ATTORNEY DATED MAY 2ND, 2022.

Title: MICHAEL TAILLON, P.O.A. FOR PETER TAILLON

VENDOR'S LAWYER: _____

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 completion of this Agreement.

5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal 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 $40,750.00, 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 $26,250.00, 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. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.

10. **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.

11. **CHATTELS INCLUDED**:

12. **FIXTURES EXCLUDED**:

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:

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#22092
June 20, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 1 Kennon Place
Wellington Gateway Project
(Subledger LD170083)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Peter Alexander Taillon

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 recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	**Approved Budget**	**Committed To Date**	**This Submission**	**Balance for Future Work**
Land Purchase	18,032,900	13,001,210	611,938	4,419,752
Total Expenditures	$18,032,900	$13,001,210	$611,938	$4,419,752
Sources of Financing				
Capital Levy	1,896,342	1,367,209	64,351	464,782
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	11,634,001	547,587	3,954,970
Total Financing	$18,032,900	$13,001,210	$611,938	$4,419,752

Financial Note:

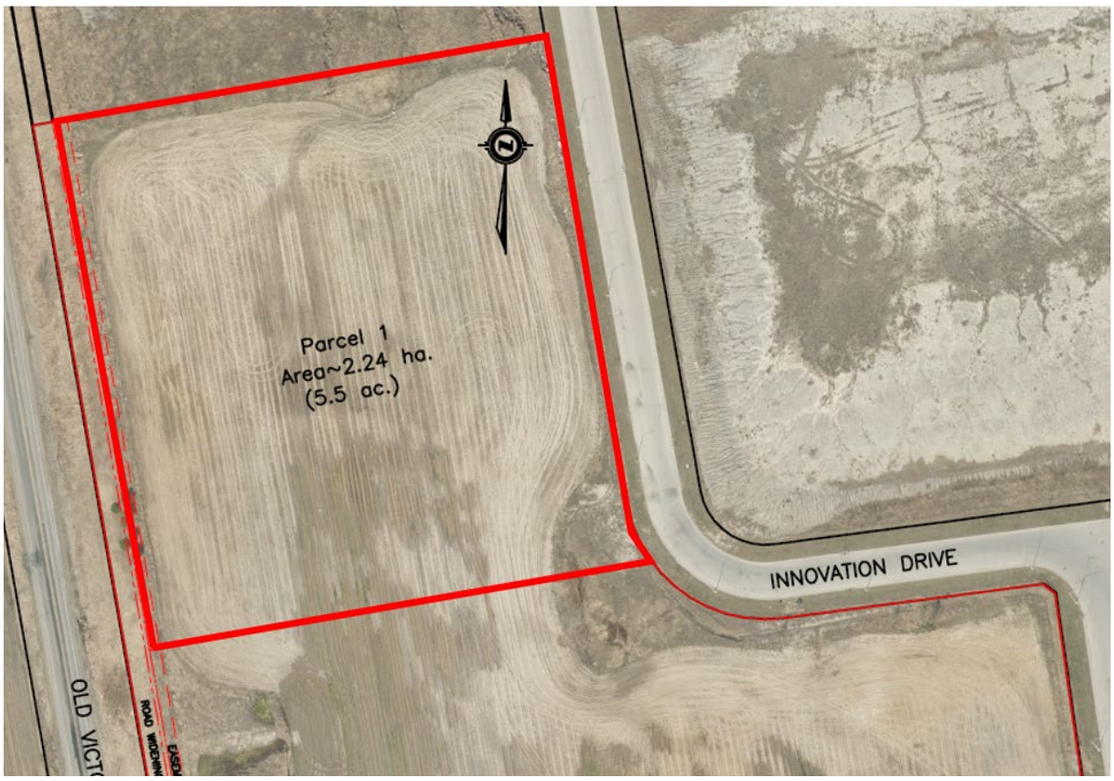
Purchase Cost	$525,000
Add: Legal Fees etc.	69,500
Add: Land Transfer Tax	6,975
Add: HST @13%	77,285
Less: HST Rebate	-66,822
Total Purchase Cost	$611,938

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 Davis
Manager of Financial Planning & Policy

km

Appendix A – Location Map and Aerial



Approximate Area Shown of Subject Property
(Subject to Final Survey)

Appendix B – Agreement of Purchase and Sale

CLASS 1 SALE

THIS INDENTURE dated the 6 day of June, 2022

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

Globally Local Real Estate Inc.
Address: 505 Consortium Court, London ON N6E 2S8

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**, in the City of London, in the County of Middlesex, containing **5.5 acres**, more or less and subject to final survey, being composed of Part of Block 1 in Plan 33M-592 located in the City of London County of Middlesex and further being part of PIN 081970320 and shown outlined in bold red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Six Hundred and Thirty Two Thousand and Five Hundred Dollars ($632,500.00)
of lawful money of Canada calculated at the rate of

One Hundred and Fifteen Thousand Dollars ($115,000.00)
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits
Sixty Three Thousand Two Hundred and Fifty Dollars ($63,250.00)
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 until **October 7th, 2022**, to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed until **October 7th, 2022** 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 on **November 11th 2022.** 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, and E 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 **July 15th 2022**, 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 6 day of June, 2022.

SIGNED, SEALED & DELIVERED

in the presence of

Witness:

Witness:

) **Globally Local Real Estate Inc.**
) Purchaser
)
)
)
)
) **Signature of Signing Officer**
) James McInnes
) CEO
)
)
) **Signature of Signing Officer**
) Vasiliki McInnes
) COO

We have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Michael Schulthess, City Clerk

NOTE: **Schedule "A" attached - "Purchaser's Declaration of Intent"**
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached – "Excerpt from Plan Outlining Property in Red" and "Site Map"
Schedule "D" attached – "Additional Terms and Conditions"

SCHEDULE "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: Lot & Conc./Part No./Block, etc.; Acres:	Innovation Park Phase II Part of Block 1 in Plan 33M-592
Name, Address, Postal Code of Purchaser:	Globally Local Real Estate Inc. 505 Consortium Court London, ON N6E 2S8
Local Company:	Yes
Intended Use of Building - (Describe):	Manufacturing and Distribution of Proprietary Line of Plant-Based Proteins and Dairy Alternatives & Ancillary Office Use and Test Kitchen.
Major Industrial Classification of User:	Plant Based Food Processing and Manufacturing
List of Products Manufactured/Handled:	Production of Plant-Based/Vegan Burgers, Beef, Chicken, Pork, Fish, Sauces, Dressings and Other Restaurant Grade and Retail Products.
Number of Employees Anticipated:	Estimated 50+ (Full Time)
Number of Square Feet of Building Proposed:	50,000 sq. ft. GFA
Number of Square Feet in Property Purchase:	239,580 sq. ft.
Proposed Building Coverage as % of Lot Area:	20.8%
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	Phase II +/- 50,000 sq ft.
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: Telephone:	
Purchaser's Executive Completing this Form:	Globally Local Real Estate Inc. (signature) James McInnes CEO (signature) Vasiliki McInnes COO We have authority to bind the Corporation

Ed Holder, Mayor

Michael Schulthess, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

4.10 **Attachment "A"**

Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. 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.

4.10.3. 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

4.10.4. 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.

4.10.5. 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 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 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 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. 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 Director, Realty Services for the extension.

Class 2 Sale

4.10.7. 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.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. 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

4.10.9. 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.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. 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

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. 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.

4.10.13. 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.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. 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.

4.10.16. 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.

4.10.17. 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.

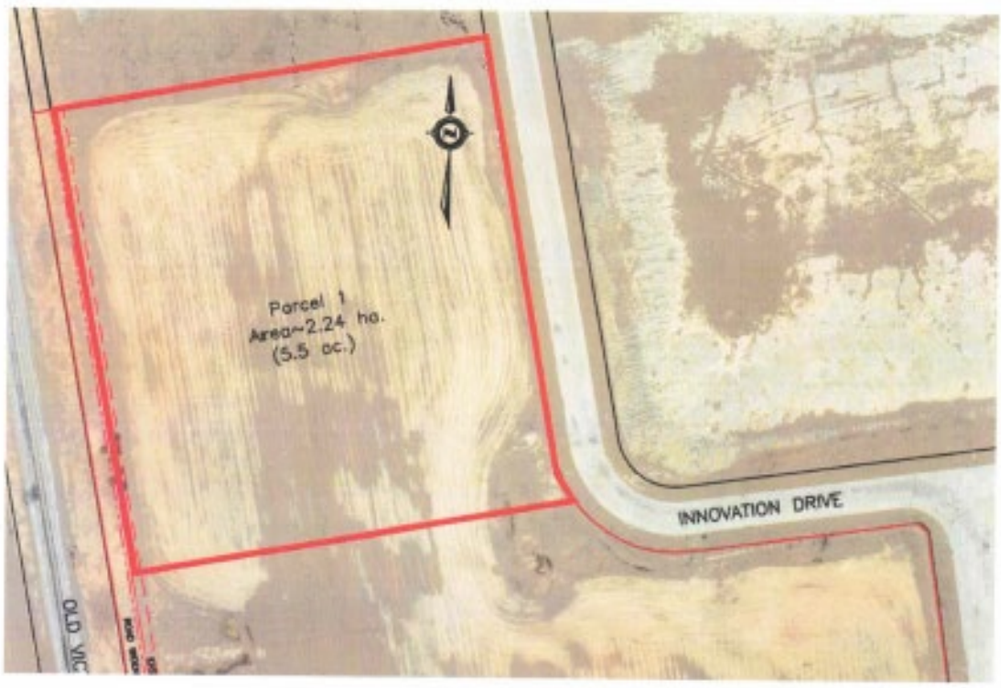
4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. 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"

PART OF BLOCK 1 IN PLAN 33M-592
(Subject to Final Survey)



SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

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

Paramountcy of Schedule "D"

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

Assignment of Agreement

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

Sewage Sampling Manholes

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

Municipal Services and Roadway Easements

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

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.

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), Ministry of Transportation (MTO), and any other approvals deemed necessary by the City. With the exception of the Excess Soil Materials clause below, the Purchaser accepts the property as-is.

Purchaser Condition – Feasibility of Intended Use

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

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.

Approval from Board of Directors

The Purchaser shall have allowed 90 days from the date of acceptance, for the approval of the terms of this Agreement hereof by the Purchaser's Board of Directors. Unless that Purchaser gives notice in writing to the Vendor within the time period specified that this condition was been fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.

Restrictive Covenant

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

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations

under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

Reference Plan & Purchase Price Adjustments

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

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 5.5 acres multiplied by a land rate of $115,000 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by $115,000 per acre.

Notwithstanding the above, the abutting 13.5 acres of land shown as Parcel 2 in Schedule "E" will remain as a marketable 13.5 acre parcel (the "Remaining Block"). In the event the survey work completed herein results in a variance of more or less land for the Property as a result of the Remaining Block lands, the Purchase Price for the Property shall be adjusted to reflect a price equal to the final area of the Property multiplied by $115,000 per acre.

Excess Soil Materials:

The Vendor agrees on or before closing and at its expense, to level the excess soil material totaling approximately 2,800 cubic metres throughout the low-lying portions of the parent property being Block 1 in 33M-592 (the "Excess Soil"). The Vendor further agrees at its cost, on or before closing, to remove the temporary gravel road on the Property. In the event the Excess Soil is deemed not suitable for levelling on-site, the material will be removed by the Vendor on or before closing and at its expense.

Survival of Conditions

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

Urban Design Guidelines for Innovation Park

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

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

    a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;

    b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;

    c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;

    d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and

    e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the

Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, 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.

SCHEDULE "E"

Parcel 1
Area=2.24 ha
(5.5 ac.)
INNOVATION DRIVE
OLD VICTORIA RD
INNOVATION GATE
Parcel 2
Area=5.46 ha
(13.5 ac.)
BRADLEY AVE

Appendix A – Lease Extension and Amending Agreement

13480143 CANADA INC.

- and –

THE CORPORATION OF THE CITY OF LONDON

Lease Extension and Amending Agreement

LOCATION:	**1021 Wonderland Road South, London, Ontario**
PREMISES:	**Unit No C** comprising of approximately **One Thousand Six Hundred Forty-Four (1,644)** square feet
DATED:	**May 5, 2022**

Tenant	Landlord

B. The Landlord and the Tenant have agreed, as of and effective from the **4th** day of **May, 2022** (the "Effective Date"), to: (i) extend the Term of the Lease for a further period of **Five (5)** years, commencing on the **1st** day of **December, 2022** and expiring on the **30th** day of **November, 2027**; and (ii) modify certain provisions of the Lease in the manner more particularly hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, other good and valuable consideration and the sum of TWO DOLLARS ($2.00) now paid by each of the parties to the other, (the receipt and sufficiency whereof is hereby acknowledged), the parties do hereby agree as follows;

1. The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.

2. The Term of the Lease is hereby extended for a further period of **Five (5)** years, to be computed from the **1st** day of **December, 2022** and to be fully completed and ended on the **30th** day of **November, 2027**.

3. The Agreement shall be upon the same terms and conditions as are contained in the Lease, save and except that the Tenant will accept the Premises in an "as is" condition.

   The Tenant acknowledges and agrees that any further improvements to the Premises shall be completed by the Tenant, at its expense, subject to the Landlord's prior written approval.

4. As of the Effective Date, the Lease is hereby amended as follows:

   (a) Notwithstanding anything contained in the Lease, the Landlord and Tenant acknowledge and agree that:

      (i) during the period of the Term commencing on the **1st** day of **December, 2022** to and including the **30th** day of **November, 2024**, the annual base rent shall be **Thirty-Seven Thousand Four Hundred One Dollars ($37,401.00)** payable in equal consecutive monthly installments of **Three Thousand One Hundred Sixteen Dollars and Seventy-Five Cents ($3,116.75)** each in advance of the first day of each and every calendar month during the Term, based upon a rate of **Twenty-Two Dollars and Seventy-Five Cents ($22.75)** per square foot per annum;

      (ii) during the period of the Term commencing on the **1st** day of **December, 2024** to and including the **30th** day of **November, 2027**, the annual base rent shall be **Thirty-Nine Thousand Forty-**

Tenant	Landlord

Five Dollars ($39,045.00) payable in equal consecutive monthly installments of **Three Thousand Two Hundred Fifty-Three Dollars and Seventy-Five Cents ($3,253.75)** each in advance of the first day of each and every calendar month during the Term, based upon a rate of **Twenty-Three Dollars and Seventy-Five Cents ($23.75)** per square foot per annum;

5. **Renewal Option**. As long as the Tenant is **The Corporation of the City of London** and not in default shall have **One (1)** further option to renew remaining in the Lease for a **Five (5)** year term.

6. **Option to Terminate**. As long as the Tenant is **The Corporation of the City of London** is not in default, shall have a one-time only Option to Terminate the Lease after Thirty-Six (36) months with Four (4) months prior written notice to the Landlord. To clarify, the Tenant must provide notice by **July 31, 2025**. On or before July 31, 2025, the Tenant agrees to provide a sum of **Eight (8)** months of Base and Additional rent plus HST as the cost of terminating the Lease early.

7. The parties confirm that in all other respects, the terms, covenants and conditions contained in the Lease remain unchanged, and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the permitted successors and permitted assigns of the Tenant.

(Signature page to follow)

Tenant	Landlord

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written, by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of:

LANDLORD:
GLEN CORR MANAGEMENT INC.
acting as Agent for
13480143 CANADA INC.

Per: _____
Authorized Official

Seal

Per: _____
Authorized Official

TENANT:
THE CORPORATION OF
THE CITY OF LONDON

_____ Per: _____
Witness Title

Seal

_____ Per: _____
Witness Title
I/We have authority to bind the company

The Tenant, if a corporation, must execute this Agreement under its corporate seal and indicate the capacity of the signing officers, and if a partnership, must execute by signatures of the general partners under the seal, and if an individual, must execute by the individual's signature. Except in the case of corporation, all signatures must be witnessed.

Tenant	Landlord

The property and business owners of the River Road industrial Area are currently paying industrial property taxes, that are financing serviced industrial vacant lands here in the city of London ON.

While the river road industrial area properties have been paying mostly industrial taxes for over 20 years, the property and business owners of the river road industrial area don't have proper roads or municipal services. Properties and business in the area are being flooded, traffic and maneuvering at the existing road intersections and pavement are dangerous and causes damages to vehicles, and the city is going ahead with the approval of a plan that is going to make it worse for these properties and business.

The city doesn't care about the road conditions, lack of services in the area, flooding of properties and business, old landfills discharging effluents on to surface and groundwaters, and private properties in the area.

I would suggest diverting the last twenty or so more years of property tax dollars of the area to finance the roads and services to our properties and business in the River Road Industrial Area, London ON. River Road Area Industrial properties provide activities that are job generators, predominantly in the waste recycling industry, pay industrial taxes, and these properties including our site have no standard industrial road, there are no municipal sanitary services for the industry, or municipal storm sewers for theses industrial properties to outlet their surface waters. In the meantime, our property taxes currently are used in the development of new industrial subdivisions here in London ON. A mandate for standard industrial roads with full municipal services in the River Road Industrial Area in London ON is a reasonable expectation from our public service providers.

The application of City of London relating to the properties located at 1985 Gore Rd, 1994, 2150, 2220 River Rd, 2234 Scanlan St; staff previous recommendation that no further action be taken given the complexity of these lands which facilitate industrial expansion opportunities that had been previously permitted by Council by way of land use designation and zoning permission.

All the lands that these patches are located on are designated and zoned for industrial uses. Many of these sites have been planned for these uses for an extended period (ie. 25 years or more). Staff recommends that no further action be taken for these sites. Patch 09017 (1985 Gore Rd, 1994, 2150, 2220 River Rd, 2234 Scanlan St) These properties are currently developed or being develop, in that suggests no presence of a significant feature impeding Scanlan street extension. The plan already shows an industrial road, just needs to align with Scanlan Street west portion.

These lands which facilitate industrial expansion opportunities had been previously permitted by Council by way of land use designation and zoning permission. It is noted there is an existing open channel located on the subject lands. Trafalgar Park Subdivision (33M-203) this open channel has been altered without approvals, 1994 River Rd discharges in this channel contrary to recent approved plans, drain along the train tracks at 1985 Gore Rd also discharges into this open channel without approvals,

all these waters are continuing to be redirected at our site and other properties in the area.

An industrial subdivision was approved on these lands at 1985 Gore Rd in around 2007, and it shows Scanlan Street connected. Nothing has changed since the approvals of this Industrial subdivision and subsequent planning application on these lands. These lands have been heavily impacted by human activity, no natural heritage systems currently exist between the two sections of Scanlan Street, that poses a significant constraint in creating a contiguous road connection, to address the storm waters from the altered open channel. (Please see engineering comments in PEC report above)

We want to ensure that the current development at 1985 Gore Rd considers all upstream flows to its own site and that includes 1994 River Rd, the drain along the train tracks, fix the drainage and flood of Trafalgar Woods altered open channel, other properties in the drainage are plan are to outlet to the 1800mm storm pipe on Scanlan Street, as per city drainage plans and proposed solution plans attached. The 1800mm storm pipe on Scanlan street is the designed and intended outlet for the surface waters from our site at 2040 River Rd, and also 2006 to 2074 river road properties.

The current development application for 1985 Gore Rd SP21-107 already proposes an industrial road with municipal services(see attached) there is an opportunity for the city to request the applicant, at no cost to the city or taxpayers, to align the industrial road with west portion of Scanlan Street. This minor alignment on their plans it is a feasible option in the short term, and really the only viable solution to deal with the current drainage and flood control issues that exist on these lands.

A minor alignment to the road plan at 1985 Gore Rd SP21-107 (see attached plan) will avoid committee and council proceedings, extra unwanted and unnecessary workload, and waste of our tax resources. Immediate action is required from the city, and we need to hear from you (The City) soon if you are going to ensure that the abovementioned development will consider the current drainage and flood control issues, and aligns Scanlan Street which facilitate industrial expansion opportunities, as per the London Plan and previously Council resolution.

Again, we caution the city not to approve a plan at 1985 Gore Rd that does not deal with the current drainage and flood control issues, and a plan that does not align the Scanlan Street. Your time, consideration and a response in this matter is necessary. Properties and business in the area are being flooded, and the city is going ahead with the approval of a plan that is going to make it worse for these properties and business, and the city don’t seem to care.

Please share this email with the committee members for their consideration.

Regards

Victor Da Silva
Operation Manager

Please share this email below with committee members and council members and add it to the next available meeting.

I'm writing you in the hopes that there may be a simple solution to this issue. The existing storm sewer stubbed at the current west limit of Scanlan St. was originally designed for flows from 2040 River Rd. The future development of 1985 Gore Rd (SPA 21-107) will extend this storm sewer to about 100m from 2040 River Rd. Global Waste is requesting that the design of the storm sewer extension as part of SPA 21-107 be sized for the flows from 2040 River Rd. (as was originally designed for in the existing storm sewers on the existing portion of Scanlan St.). Furthermore, we understand that City and UTRCA are looking to create (or possibly re-establish as previously removed) natural heritage feature between 2040 River Rd. and the storm sewer extension as part of SPA 21-107, but a quick site visit/meeting would confirm that the lands between these 2 connection points currently does not have any significant natural heritage as it has been cleared and cultivated in recent years. As such, now is an opportune time to permit a storm sewer connection from 2040 River Rd to the future storm sewer extension on Scanlan St., prior to the natural heritage feature being created/re-established.

I'll add that this storm sewer connection is the only viable gravity storm outlet for this site as the MECP requires storm water filtration quality controls (due to the proposed use), and the elevation of the storm channel east of 2040 River Rd. is too high to receive gravity flows from on-site, underground storm sewers/filtration units. Furthermore, the MECP was not willing to accept storm water exfiltration due to the proposed use.

Please advise when the detailed design of Scanlan Street the storm sewer therein, and the outlet on 2150 River Road will be available and advise of the estimated constructed date as this storm sewer is the viable storm water outlet for 2006 to 2074 River Road, Trafalgar woods subdivision, 1994 River Rd, and the new drain found along the train tracks at 1985 Gore Rd, and 2150 River Rd.

We need answers to when the design of Scanlan Street the storm therein will be available so that we can move forward with our plans. Perhaps I am missing or oversimplifying something but would appreciate a meeting, or even a video conference or call with you and/or the copied staff to better understand the City's position.

Any consideration or clarification you could offer on the above would be greatly appreciated.

Please share this email below with committee members and council members.

Regards

Victor Da Silva

Operation Manager

To Whom It May Concern,

The property and business owners of the River Road industrial Area are currently paying industrial property taxes, that are financing serviced industrial vacant lands here in the city of London ON.

While the river road industrial area properties have been paying mostly industrial taxes for over 20 years, the property and business owners of the river road industrial area don't have proper roads or municipal services. Properties and business in the area are being flooded, traffic and maneuvering at the existing road intersections and pavement are dangerous and causes damages to vehicles, and the city is going ahead with the approval of a plan that is going to make it worse for these properties and business.

The city doesn't care about the road conditions, lack of services in the area, flooding of properties and business, old landfills discharging effluents on to surface and groundwaters, and private properties in the area.

Personally, I would suggest to divert the last twenty or so more years of property tax dollars of the area to finance the roads and services to our properties and business in the River Road Industrial Area, London ON. River Road Area Industrial properties provide activities that are job generators, predominantly in the waste recycling industry, pay industrial taxes, these properties including our site have no standard industrial road, there are no municipal sanitary services for the industry, or municipal storm sewers for theses industrial properties to outlet their surface waters. In the meantime, our property taxes currently are used in the development of new industrial subdivisions here in London ON. I feel that a mandate for standard industrial roads with full municipal services in the River Road Industrial Area in London ON is a reasonable expectation from our public service providers.

Please share this email with the committee members for their consideration.

Regards,

McKenzie's Associated Auctioneers

Good afternoon.

Thank you for your recent interest in the road/sewer/storm water issues we have on River Road. Specifically between Gore and Veterans Memorial Parkway.

Over the past few years our business has been forced to invest over a million dollars in drainage ditching and stormwater retention pond. Much of this water comes from the roadway and neighboring properties that also have the same drainage issues that we do. In order to minimize the impact of stormwater all the residential and business owners built up the end of their laneways. This causes flooding and standing water on the roads. Which then causes pot hole and road quality issues.

We have been told that any plans to upgrade the area would be discussed in the year 2029 and likely wouldn't be acted upon until closer to 2035. This is not a reasonable plan. The damage to vehicles is embarrassing as a business owner. We have taken to "repairing" the roads ourselves when emails to the city resulted in minimal efforts to actually repair it.

Please keep this momentum going and thanks for the efforts.

Jeff Hamilton
Division Manager
Gerdau London Metals Recycling

538 SOUTHDALE ROAD E.

PROJECT SUMMARY

www.siv-ik.ca/538se

Developer: RRW Holdings Inc. (c/o Mansion Homes)

Concept At-A-Glance

USE

12

STACKED BACK-TO-BACK TOWNHOUSE UNITS

PARKING

16

VEHICLE SPACES
(**14** RESIDENT STALLS AND **2** VISITOR STALLS)

HEIGHT & DENSITY

3.5
STOREYS
(12.0m)

74
UNITS PER HECTARE

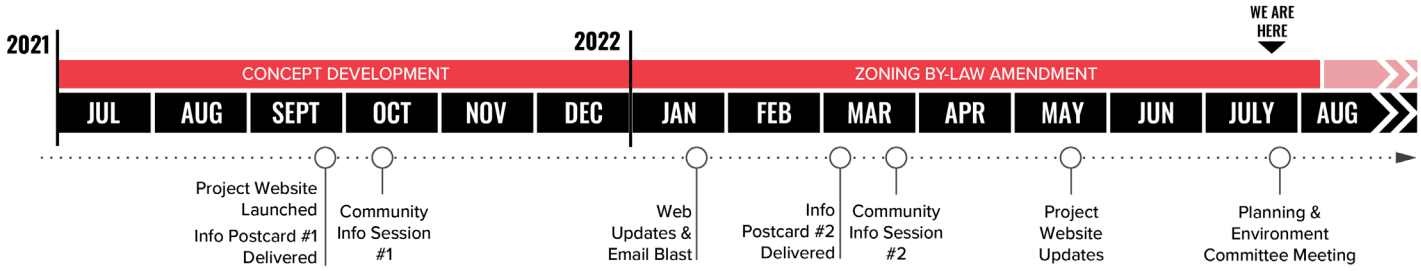
DESIGN FEATURES

30
METRE SETBACK
FROM REAR PROPERTY LINE

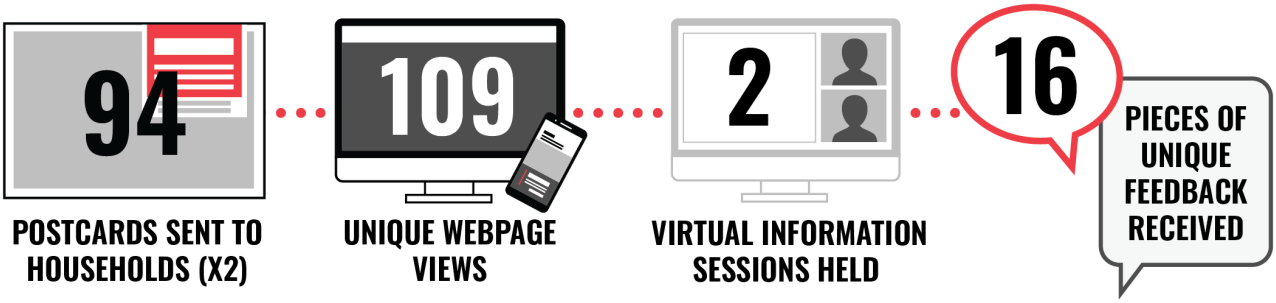
ENHANCED PLANTING STRIP AT REAR OF THE PROPERTY

[siv-ik] PLANNING / DESIGN

Timeline



Community Engagement by the Numbers



Key Themes Heard and Our Response

Height

- The height, shape and location of the building has been designed to minimize shadow impacts.
- Pursuing a 3.5-storey development which is lower than what the London Plan policies would allow for at this location.
- The building has been oriented toward Southdale Road with substantial separation between the new building and existing homes along Winblest Avenue.

Privacy

- The proposed building is setback substantially from the shared lot line with homes fronting onto Winblest Avenue.
- Balconies will be inset into the overall building mass to avoid overlook.
- A new privacy fence will be constructed along the west, north and east boundaries of the site.
- Trees will be planted along the rear lot line.

Parking

- Proposed development has been planned to exceed the number of required on-site parking stalls compared to the City of London's new standards.

Drainage

- A Grading & Drainage Plan will be prepared as part of the future Site Plan Control application to ensure that the development has no adverse effects on neighbouring properties.

Contact Us
www.siv-ik.ca | info@siv-ik.ca

[siv-ik] PLANNING / DESIGN

From: Larry Dann
To: mwu@london.ca <mwu@london.ca>; Elizabeth Peloza <epeloza@london.ca>

Sent: Wednesday, March 30, 2022 at 02:15:21 p.m. EDT

Subject: 538 and 574 Southdale Rd. E Developments

My name is Larry Dann and I live at 541 Winblest Ave which backs onto the 538 Southdale Rd. E. property.

I am strongly opposed to these developments and all of the bylaw changes.

To replace a single family residence with a 12 unit building and a 6 and 8 unit building for 574 Southdale is a ridiculous intensification where you are going to have 30-36 people coming and going. These proposed buildings are much taller-12 metres for 538 Southdale (3.5 stories) and 10 metres for 574 Southdale than the surrounding neighbourhood which is 1 and 1 1/2 storey single family residences. Both proposals allow for minimal parking which will cause parking on neighbouring streets and the plaza across Southdale Rd. There are safety issues with traffic on Southdale Rd., cars turning left with no turning lane. Both developments are in the middle of the block which makes the cars turning more dangerous, undoubtedly this will cause car accidents, not to mention a safety issue with people crossing Southdale as they had to park in the commercial plaza across the street.

The recent redevelopment at 608 Southdale Rd. E is a good example of where a single family residence was redeveloped into a four unit one storey accessible housing complex, which blends seamlessly into the neighbourhood and works with existing zoning. (R3-2) Increased density does not have to stand out like these proposed developments but can be done in a way that suits the neighbourhood. One 1 storey fourplex or a 1 storey duplex is plenty for this property.

The attractiveness of the neighbourhood is the mature trees with green space and its relatively quietness, but these developments will ruin that. I am concerned about increased noise, lack of privacy and increased flooding in my backyard as the water flows from north to south. There are 4 White Pine trees at very back of this property, the tree assessment report says they are to be removed for grading purposes, obviously the development is too large if this has to be done. These trees should be saved at all costs as they provide privacy and are far better than looking at a building. A 7ft wooden fence which apparently is the maximum permitted, is going to be useless if the building is 10-12 metres high.

This residential development should not be compared to the commercial Medical plaza at 530 Southdale. The only residential property that has parking at the back is that new one at 608 Southdale, in my opinion the parking should be at the front or beside the building as is normal and save the greenspace behind and this can only be done with a duplex or maybe fourplex.

574 SOUTHDALE ROAD E.

PROJECT SUMMARY

www.siv-ik.ca/574se

Developer: 1991097 Ontario Inc. (Mansion Homes)

Concept At-A-Glance

USE

14

STACKED TOWNHOUSE UNITS
(**7** TWO-STOREY UNITS AND **7** SINGLE-STOREY UNITS)

PARKING

18

VEHICLE SPACES
(**16** RESIDENT STALLS AND **2** VISITOR STALLS)

HEIGHT & DENSITY

3
STOREYS
(10.0m)

68
UNITS PER HECTARE

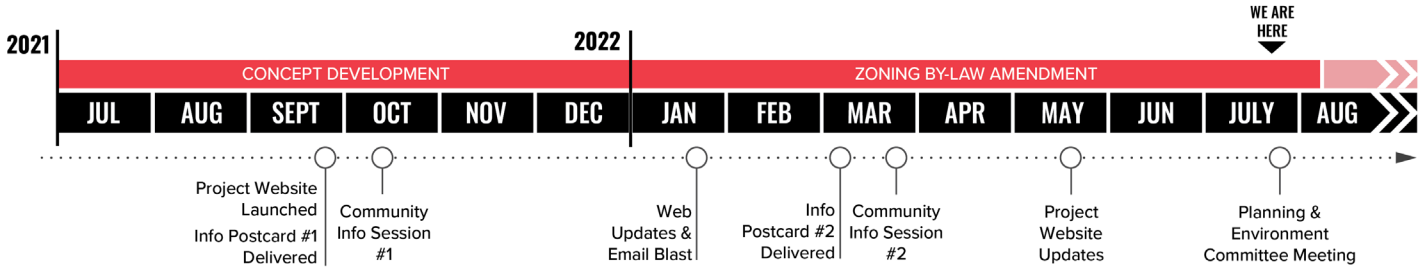
DESIGN FEATURES

ENHANCED PLANTING STRIP AT REAR OF THE PROPERTY

RETENTION OF EXISTING TREES AT REAR OF SITE AND ON NEIGHBOURING PROPERTIES

[siv-ik] PLANNING / DESIGN

Timeline



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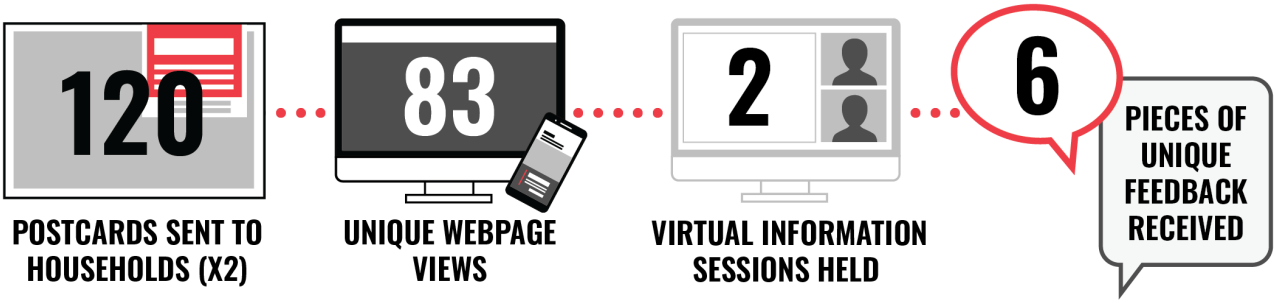

Key Themes Heard and Our Response

Height

- The height, shape and location of the building has been designed to minimize shadow impacts.
- Pursuing a 3-storey development which is lower than what the London Plan policies would allow for at this location.

Tree Protection

- A seven to nine metre greenspace area is planned to be preserved between the rear building and the north lot line to allow for the potential retention of existing trees and for new tree planting.

Parking

- Proposed development has been planned to exceed the number of required on-site parking stalls compared to the City's new standards.

Light Spillover

- A new privacy fence will be constructed along the west, north and east boundaries of the site to minimize headlight glare onto neighbouring properties.
- No large overhead lighting will be required for this project.

Contact Us
www.siv-ik.ca | info@siv-ik.ca

[siv-ik] PLANNING / DESIGN

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To: mwu@london.ca <mwu@london.ca>; Elizabeth Peloza <epeloza@london.ca>

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From: Allister Cameron
Sent: Tuesday, July 26, 2022 8:20 PM
To: PEC <pec@london.ca>
Subject: [EXTERNAL] Fugitive Slave Chapel

PEC Committee: My apologies for sending this after your meeting. I let myself get too busy and some things gets over-looked.

However, I want to stress to you for future meetings how important the move of the Fugitive Slave Chapel to Fanshawe Pioneer Village is. We have hosted Lions Club Exchange students for over 40 years (with the exception of the last 3 summers because of Covid). One place that we always take them is to Fanshaw Pioneer Village. For the last few years we have also shown them the outside of the chapel and explained its history.. I feel very strongly that the chapel would be a GREAT asset to the village and of course we would continue to bring our students to the village and include a visit to the chapel and explain its history.

Sincerely, Carolyn and Allister Cameron

July 28, 2022

MEMO

To: Members of London City Council (City)

From: Century Centre Developments Inc. (Applicant)

Subject: PEC Item 3.10
1067, 1069 & 1071 Wellington Road (OZ-9263 / Z-9264)

Council's decision on Tuesday has the potential to withhold this property from development for the next +/-2 years and ultimately could result in abandonment of the entire project.

While the provision of affordable housing through Bonusing is an important element of the conversation, aspects of the proposed by-law that could impede development and construction are of equal importance. **If zoning aspects are not addressed, referral to facilitate bonusing conversations are pointless**.

We are requesting that Council approve the applicant provided revised zoning by-law.

As the applicant, we have a number of concerns with the proposed by-law present at PEC on July 25th. We were not provided a draft copy for review or comment; and therefore, did not see the proposed by-law until the PEC Agenda was publicly posted on Wednesday, July 20th.

We're requesting revisions that could be broadly categorized as:

1. Issues with interpretation of Policy;
2. Administrative corrections; and
3. Ambiguous language that does not meet the legal test of 'clear and precise'.

Each concern significantly impacts the feasibility of construction or has the potential to create confusion in review of compliance during Site Plan approval and Building Permit issuance.

Both Auburn and Drewlo are committed to bringing this project to fruition. Both are experienced in development, construction, operations and maintenance of rental projects – and intend to achieve occupancy as soon as possible.

We ask Council to consider a resolution which addresses our concerns with the proposed zoning by-law. Without acceptable revisions, discussions around Bonusing are pointless as the application will end in Appeal or complete withdrawal. Direction from Council in regards to the by-law concerns would allow us to continue Bonusing discussions with staff in advance of the August 22nd PEC meeting.

We would also implore Council to make a decision with regards to Bonusing. The application for this project was originally made in July 2020. Based on legislated provincial timelines (of 120 days), a decision should have been rendered by December 2020. It is now July 2022 and we still do not have a decision. We would like to avoid any further delay.

There is no policy calculation to establish a bonusing contribution. All that exists is the guidance of 1989 OP Policy **19.4.4 i)** which states that *"the facilities, services or matters that would be provided in consideration of a height or density bonus should be reasonable, in terms of their cost/benefit implications, for both the City and the developer and must result in a benefit to the general public".*

The test of "reasonable" was further established through the recent OLT appeal for Medallion v. Unity. As part of this hearing, City staff indicated *"the Official Plan does not contain a policy that provides any direction to how many units would be required to be provided in exchange for a bonus, and instead identifies the qualifiers as 'commensurate', 'fair' and 'reasonable'."*

The quote mentioned above is the last sentence of Item [51] (on page 12 of the decision).

A bonusing contribution of 37 affordable units at 80% AMR for 30 years would be considered fair. 65 affordable units, a significant gesture of good-will on the part of the applicant. 93 units for 50 years is an unreasonable ask.

Based on Table 8 of the London Plan, the "bonusing threshold" for a Transit Village is 15 storeys; meaning 900 units would be supported without the need for a Bonus Zone. Why then is it appropriate for Staff to set the base density (for the purposes of the uplift calculation) at 344 units?? We implore you to ask this question.

**900 units based on an average of 12 units per floor; the permitted density under the *London Plan* without bonusing (at 15 storeys per Table 8) is 12 units per floor x 15 floors x 5 buildings = 900 units.

	Floors	Est. Units	Units per floor		
Building A	27	323	11.96296296		
Building B	27	313	11.59259259		
Building C	10	132	13.2		
Building D	20	220	11		
Building E	27	283	10.48148148		
			12	Average units per floor	

The debate is not about 10%. We fundamentally disagree with how the base density is being established. Because of this we are not anticipating any type of resolution with staff.

1272 – 344 = 928 x 10% = 93 units
1272 – 900 = 372 x 10% = 37 units

65 units is 17.4% of the LP uplift (372 units) and 7% of the 1989 OP uplift (928 units). It represents 5% of the total units provided (1272 units).

Using the 1989 OP density to calculate uplift does not make any sense!

The OLT decision for Medallion v. Unity also establishes 30 years as a reasonable timeframe. City commentary indicates that the Medallion proposal (affordable units provided at 80% AMR for 30 years) conforms to the definition of affordable housing based on clause 2.b) of the PPS for rental housing.

Staff are arbitrarily using 50 years as the suggested timeframe without any consideration for the cost implications. Development is dependent on project feasibility. The requests of staff have zero consideration for the economics of the project.

The IZ Financial Feasibility report completed by NBLC was presented to PEC on February 7, 2022. It reviewed the financial feasibility of Inclusionary Zoning in Protected Major Transit Station Areas (PMTSA's). When evaluating the impact of IZ it found that IZ in London was not financially feasible. This specifically evaluated 10% affordability applied to the "uplift" using the standard maximum height as a "base"; which in this circumstance is 15 storeys.

I.e., the "fair" proposal of 37 affordable units puts financial strain on the development which would "likely limit the market appeal and development interest" of PMTSA's.

It should be quite obvious to Staff, that applying the same requirement (10%) to the commercial base density of the 1989 Official Plan would kill this projects potential.

Margins for purpose-built rental are extremely tight. These are not small considerations. **This is the difference between redevelopment or switching gears to focus on commercial reinvestment.**

If 65 units is accepted, a "proportionate mix" would result in:

- 39 1-bedroom units;
- 24 2-bedroom units; and
- 2 3-bedroom units.

In light of the need for family-sized units and in response PEC discussions on July 25th, the group would offer an increased number of 3-bedroom units.

If Council adequately addresses the zoning concerns, the Applicant would be willing to provide:

- 27 1-bedroom units;
- 28 2-bedroom units; and
- 10 3-bedroom units.

Further, we would commit to proportionately allocating all 65 affordable units within the first three towers constructed, to ensure units can be occupied in a timely fashion.

All 1272 units of this development are intrinsically attainable by nature. These are purpose-built rental apartment units. A form and tenure which on their own are affordable when compared to larger single detached dwellings which dominate this area.

Again, it is always our intent to work with staff. And we're so close! Staff are generally in favour of the proposal. They are supportive of the site's redevelopment. They are supportive of the requested height. We've collectively agreed to concept and design changes. Unfortunately, we cannot reach a consensus on these remaining items.

To summarize, we are requesting that Council approve the applicant revised zoning by-law provided; including the proposed bonusing contribution of 65 affordable units at 80% AMR for 30 years, which would include at least ten (10) 3-bedroom units.

Thank you for your consideration. If you have any questions, please do not hesitate to reach out.

Sincerely,

Carrie O'Brien, on behalf of Century Centre Developments Inc.

cobrien@drewloholdings.com
Office: 519-673-0426 x1077
Mobile: 226-926-5709

Applicant Revised By-law

Bill No.(number to be inserted by Clerk's Office)
2022

By-law No. Z.-1-22 _____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1067, 1069, 1071 Wellington Road.

WHEREAS Century Centre Developments Inc. has applied to rezone an area of land located at 1067, 1069, 1071 Wellington Road, 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 1067, 1069, 1071 Wellington Road, as shown on the attached map comprising part of Key Map No. A111, from an Associated Shopping Area (ASA1/ASA3) Zone to a Business District Commercial Special Provision Bonus (BDC(_)*B-(_)) Zone.

2) Section Number 4.3 of the General Provisions is amended by adding the following Special Provision:

4.3.4) B-(_) 1067, 1069, 1071 Wellington Road

The Bonus Zone shall be implemented through one or more agreements to facilitate a high-quality, mixed-use development of three buildings with 5 towers as follows: a building along Wellington Road with two 27 storey towers; a building along Montgomery Road with a 10 storey tower and a 20 storey tower, a building along Bradley Avenue with a 27 storey tower; and a maximum density of 566 units per hectare (1,272 units). The development will generally implement the Site Plan attached as Schedule "1" to the amending by-law except where the regulation is more specific and provide for the following:

1) Design Standards

i) Building Height

Montgomery Road

a. A building height not exceeding 10-storeys in height for Tower C (currently facing Montgomery Road and the adjacent residential zone).

ii) Minimum Design Standards

Podium Features

a. A significant break in the podium along Wellington Road as shown on the site plan at the midpoint of the building between Towers A and B, to break up the long façade and promote a human scale, pedestrian oriented environment.

2) Provision of Affordable Housing

i) A total 65 affordable units will be provided in the development, comprised of:
   28 one-bedroom units;
   27 two-bedroom units; and
   10 three-bedroom units;

ii) The affordable housing units to be proportionately distributed among the first three (3) towers constructed and/or occupied, whichever occurs first;

iii) Rents not exceeding 80% of the Canada Mortgage and Housing Corporation (CMHC) Average Market Rent (AMR) for the London Census Metropolitan Area (CMA) at the time of building occupancy; where AMR is defined at the one-bedroom, two-bedroom and three- bedroom rate for the London CMA at the time of building occupancy;

iv) The duration of affordability set at 30 years from the point of initial occupancy of the respective building;

v) These conditions to be secured through an agreement entered on title with associated compliance requirements and remedies.

The following special regulations apply within the bonus zone:

a) Regulations

i) Height (Maximum)

27 storeys or 96m (315 ft) whichever is less

ii) Density (Maximum)

566 Units Per Hectare

iii) Residential Parking Rate (Minimum)

1 space per unit or as required by the General Provisions of the Zoning By-law, whichever is less

iv) Commercial and Retail Parking Rate (Minimum)

1 space per 20sqm Parking Rate of gross floor area

v) Bicycle Parking Rate (Minimum)

0.75 spaces per residential unit

3) Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by adding the following Special Provision:

BDC( ) 1067, 1069, 1071 Wellington Road

a) Additional Permitted Uses
   i. Apartment Buildings, including residential units on the first (ground) floor

b) Regulations:
   i. The front lot line shall be interpreted to be Wellington Road
   ii. Rear Yard Depth (Minimum) 0m

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 August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

Mayor Holder and City Council,

I write to you today on behalf of the London Home Builders' Association to share our support for this project. It will provide much needed affordable housing units as well as over one thousand purpose built rental units which our community is sorely lacking.

This project falls within a transit village and is directly along the Wellington Gateway of the Bus Rapid Transit Corridor. There has been a strong desire from council to grow inward and upward with a significant intensification target and this project is a perfect example of what council has asked for and intended and staff have been largely supportive of this application.

Unfortunately there is divergence in regard to urban design and the number of affordable housing units. Urban design and the look and feel of new buildings are one factor to be considered but should absolutely not be the barrier to creating much needed housing supply in our City. To ensure affordability for all in our city we need more rental units to come online as quickly as possible.

Our greatest concern here however is that if a decision cannot be reached at council then there is a strong possibility this decision would get appealed to the Ontario Land Tribunal. This would be costly and delay shovels in the ground for quite some time meaning the delay of much needed affordable housing units and purpose built rental units. While not identical, some areas of disagreement on this project were the same in the case of East Village Holding Development which staff were on side with.

This highlighted the issue that there is no specific framework for how this should be calculated and if another tool was to be implemented shows the need to have more structure and less ambiguity. The only guidance is from the 1989 OP Policy **19.4.4 i)** which states that *"the facilities, services or matters that would be provided in consideration of a height or density bonus should be reasonable, in terms of their cost/benefit implications, for both the City and the developer and must result in a benefit to the general public".*

We encourage council to support the applicant amended zoning by-law tonight as well as the proposed number of affordable units as this would certainly seem reasonable and immediately bring sorely needed units online in the City.

Thank You,

Jared Zaifman

Jared Zaifman – LHBA - CEO

Community and Protective Services Committee
Report

9th Meeting of the Community and Protective Services Committee
July 26, 2022

PRESENT: Councillors M. Cassidy (Chair), M. Salih, J. Helmer, M. Hamou, S. Hillier, Mayor E. Holder

ALSO PRESENT: J. Bunn and A. Job

Remote Attendance: Councillors S. Lewis and M. van Holst; L. Livingstone, A.L. Barbon, C. Cooper, P. Cooper, K. Dickins, T. Fowler, P. Kokkoros, L. Marshall, A. Salton, K. Scherr, M. Schulthess, A. Small and C. Smith

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Hillier disclosed a pecuniary interest in clause 5.1 of this Report, having to do with the Deferred Matters List, specifically item number 1 on the list, by indicating that his family hosts a five day event.

2. Consent

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

That Items 2.1 to 2.5 BE APPROVED.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 1st Report of the Accessibility Community Advisory Committee

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

That the 1st Report of the Accessibility Community Advisory Committee, from its meeting held on June 23, 2022, BE RECEIVED.

Motion Passed

2.2 1st Report of the Animal Welfare Advisory Committee

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

That the 1st Report of the Animal Welfare Community Advisory Committee, from its meeting held on July 7, 2022, BE RECEIVED.

Motion Passed

2.3 Designation of Community Emergency Management Coordinator

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

That, on the recommendation of the Deputy City Manager, Enterprise Supports, the proposed by-law, as appended to the staff report dated July 26, 2022, BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022, to designate the Director, Emergency Management and Security Services as the Emergency Management Program Coordinator for The Corporation of the City of London, pursuant to subsection 10(1) of the Emergency Management and Civil Protection Act. (2022-P03)

Motion Passed

2.4 Renaming of Bostwick Community Centre, YMCA and Library

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

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report, dated July 26, 2022, with respect to the Renaming of the Bostwick Community Centre, YMCA and Library, BE RECEIVED. (2022-R05B)

Motion Passed

2.5 Canada-Wide Early Learning and Child Care System Implementation

Moved by: E. Holder
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 July 26, 2022, related to the Canada-Wide Early Learning and Child Care System Implementation:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting, to be held on August 2, 2022, to:

i) approve the Canada-Wide Early Learning and Child Care Funding Agreement Template, substantially in the form as appended to the above-noted by-law;
ii) delegate the Deputy City Manager, Social and Health Development, or written designate, the authority to execute Funding Agreements based on the above-noted Template;
iii) delegate the Deputy City Manager, Social and Health Development, or written designate, the authority to edit and amend the Attachments and add new Attachments to the Funding Agreement from time to time in accordance with Provincial Guidelines; and,
iv) the authority of the Deputy City Manager, Social and Health Development, or written designate, to act under the above-noted by-law, is subject to the following:

A) such actions are consistent with the requirements contained in the above-noted Funding Agreement;
B) such actions are in accordance with all applicable legislation;
C) such actions do not require additional funding or are provided for in the City’s current budget; and,

D) such actions do not increase in the indebtedness or liabilities of The Corporation of the City of London; and,

b) the above-noted staff report BE RECEIVED. (2022-S07)

Motion Passed

2.6 Single Source Award Recommendation for Housing Identification Program Expansion and Portable Housing Benefits Program (SS-2022-061)

Moved by: M. Hamou
Seconded by: E. Holder

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 July 26, 2022, related to the Single Source Award Recommendation for Housing Identification Program Expansion and Portable Housing Benefits Program (SS-2022-061):

a) the single source procurement BE APPROVED to administer the Housing Identification Program, at the estimated cost of $800,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend for four (4) additional one (1) year terms to a maximum cost of 1,000,000, as per The Corporation of the City of London Procurement Policy Section 14.4 d) and e), to St. Leonard's Community Services.

b) a single source procurement BE APPROVED to administer Housing Allowances, at the estimated cost of $1,084,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend to four (4) additional one (1) year terms as per the Corporation of the City of London Procurement Policy Section 14.4 d) and e), to St. Leonard's Community Services.

c) a single source procurement BE APPROVED to administer portable benefits, at the estimated cost of $720,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend to four (4) additional one (1) year terms subject to budget approval; it being noted that the program, subject to budget business case approval, will increase each year by $720,000 to a maximum yearly budget of $3,600,000 in 2027;

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

e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreements with St. Leonard's Community Services. (2022-S11)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.7 Homeless Prevention Head Lease Pilot Program Update

Moved by: M. Hamou
Seconded by: J. Helmer

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated July 26, 2022, with respect to a Homeless Prevention Head Lease Pilot Program Update, BE RECEIVED. (2022-S14)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Fireworks in the City of London

Moved by: E. Holder
Seconded by: M. Hamou

That the verbal delegations and the communications, as appended to the Agenda, from B. Amendola and D. Ronson, with respect to Fireworks in the City of London, BE RECEIVED. (2022-P09)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: M. Hamou
Seconded by: E. Holder

Motion to approve the delegation requests from B. Amendola and D. Ronson, with respect to Fireworks in the City of London, to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 REQUEST FOR DELEGATION STATUS - D. Ronson - Signage Containing Graphic Images of Alleged Aborted Fetuses

Moved by: M. Hamou
Seconded by: J. Helmer

The Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with respect to potential changes that could be made to the Sign By-law related to the prohibition of the display of graphic images in public; it being noted that the verbal delegation and communication, as appended to the Agenda, from D. Ronson, with respect to this matter, were received. (2022-P09)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: M. Hamou
Seconded by: J. Helmer

Motion to approve the delegation request from D. Ronson, with respect to Signage Containing Graphic Images of Alleged Aborted Fetuses, to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 Water for Dogs at the Pottersburg Dog Park

Moved by: J. Helmer
Seconded by: M. Hamou

That the following actions be taken with respect to the installation of a water supply for dogs at the Pottersburg Dog Park:

a) the Civic Administration BE DIRECTED to report back, in advance of the 2024-2027 multi year budget process, with respect to extending water services to parks, including dog parks in the City of London; and,

b) the communications from Councillor M. van Holst, M. and L. Cammaert, R. Haslip and T. Lynn Gray, as appended to the Agenda and the Added Agenda, as well as the verbal delegation from R. Haslip, with respect to this matter, BE RECEIVED. (2022-R04)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

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

Motion to approve the delegation request from R. Haslip, with respect to Water for Dogs at the Pottersburg Dog Park, to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.4 Councillor M. van Holst - Homelessness vs. Camping and Transitional Housing

Moved by: E. Holder
Seconded by: M. Hamou

That the communications from Councillor M. van Holst and G. Turner, as appended to the Agenda and the Added Agenda, with respect to Homelessness vs. Camping and Transitional Housing, BE RECEIVED. (2022-S14)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: M. Hamou
Seconded by: J. Helmer

Motion to approve the delegation request from G. Turner, with respect to Homelessness vs Camping and Transitional Housing, to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.5 Councillor M. van Holst - Neighbourhood Decision Making Business Case

Moved by: J. Helmer
Seconded by: S. Hillier

That the communication, dated July 17, 2022, from Councillor M. van Holst, with respect to a Neighbourhood Decision Making Expansion Business Case, BE RECEIVED. (2022-F12)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.6 Request for Additional Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated July 26, 2022, related to a Request for Additional Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands:

a) the increased conditional grant of $13,876,000 ($34,690/unit) BE APPROVED to provide up to 400 affordable housing units in the proposed development, subject to the City completing a full review of acceptable proforma financial statements, confirmation of the other sources of project financing, closing of the Purchase and Sale Agreement between Vision SoHo Alliance and the City of London for the subject lands and development of suitable Contribution Agreements between the parties; it being noted that a conditional grant of $11,200,000 ($28,000/unit) was previously approved by Council;

b) the Civic Administration BE DIRECTED to develop Contribution Agreements with Vision SoHo Alliance members to be brought forward at a future date for Council approval; and,

c) the financing for the conditional grant, set out in the Source of Financing, as appended to the above-noted staff report, BE APPROVED. (2022-S11/DO2)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

That the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022, BE RECEIVED.

Motion Passed

Voting Record:

Moved by: S. Hillier
Seconded by: M. Hamou

Motion to receive the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022, with the exception of Item Number 1.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: E. Holder
Seconded by: M. Hamou

Motion to receive Item Number 1 on the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and E. Holder

Recuse: (1): S. Hillier

Motion Passed (5 to 0)

6. Confidential

Moved by: S. Hillier
Seconded by: M. Hamou

That the Community and Protective Services Committee convene In Closed Session for the purpose of considering the following:

6.1. Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2022 Queen Elizabeth Scholarships.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

The Community and Protective Services Committee convened In Closed Session from 6:37 PM to 6:43 PM.

7. Adjournment

The meeting adjourned at 6:45 PM.

Strategic Priorities and Policy Committee

Report

11th Meeting of the Strategic Priorities and Policy Committee
July 27, 2022

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, S. Hillier

ALSO PRESENT: A. Job, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, B. Card, S. Corman, J. Davison, K. Dickins, A. Dunbar, S. Glover, S. Mathers, K. Paleczny, K. Pawelec, K. Scherr, M. Schulthess, J. Smit, A. Thompson

The meeting is called to order at 4:00 PM; it being noted that the following members were in remote attendance: M. van Holst, M. Salih, J. Helmer, M. Cassidy, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza and S. Hillier.

1. Disclosures of Pecuniary Interest

That it BE NOTED that the following pecuniary interests were disclosed:

a) Councillor S. Turner discloses a pecuniary interest in item 4.1 of this Report, specifically Business Case #4: London Public Library Reading Garden Access from Dundas Place Flex Street, having to do with London Community Recovery Network - Recovery Funding Business Cases, by indicating that his spouse is employed by the London Public Library;

b) Councillor J. Helmer discloses a pecuniary interest in item 3.1 of this Report, having to do with Municipal Accommodation Tax on Short-term Accommodations, by indicating that he has rented out his home through Airbnb in the past and may do so again in the future.

2. Consent

Moved by: E. Peloza
Seconded by: J. Fyfe-Millar

That Consent Items 2.1, 2.3 and 2.4, BE APPROVED.

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

Motion Passed (15 to 0)

2.1 London Community Grants Program Innovation and Capital Funding Allocations (2022)

Moved by: E. Peloza
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated July 27, 2022, titled “London Community Grants Program Innovation and Capital Funding Allocations (2022)”, BE RECEIVED for information.

Motion Passed

2.3 Diversion Pilot Project - Single Source Contract Award - SS-2022-210

Moved by: E. Peloza
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, the Deputy City Manager, Social and Health Development and concurrence of the Manager, Purchasing & Supply, that the following actions be taken with respect to the Diversion Pilot Program's Outreach Services;

a) the quote submitted by London Cares Homeless Response Services for the delivery of Diversion Pilot Project Outreach Services for the period of July 1, 2022, to December 31, 2022, BE ACCEPTED at a total estimated cost of $71,150 (excluding HST); it being noted that funding to be sourced from the Operating Budget Contingency Reserve;

b) the single source contract with London Cares Homeless Response Services for the delivery of Diversion Pilot Project Outreach Services including an option to renew for four (4) additional six-month periods contingent on funding availability, BE APPROVED; it being noted that the contract award is in accordance with the Procurement of Goods and Services Policy, Section 14.4 d and e;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreements with each program.

Motion Passed

2.4 Reports of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: E. Peloza
Seconded by: J. Fyfe-Millar

That the 1st and 2nd Reports of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meetings held on June 9, 2022 and July 14, 2022, respectively, BE RECEIVED.

Motion Passed

2.2 Investing in Canada Infrastructure Program Public Transit Stream (ICIP-PTS) - London Transit Commission Highbury Avenue Facility

Moved by: M. Hamou
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Finance Supports and the Deputy City Manager, Environment and Infrastructure, the Civic Administration BE DIRECTED to work with London Transit Commission (LTC) staff to develop a joint application to the Investing in Canada Infrastructure Program Public Transit Stream (ICIP-PTS) for a new LTC facility on Highbury Avenue to accommodate transit service growth and the conversion of the LTC fleet to zero-emission buses; it being noted that Strategic Priorities and Policy Committee received a communication dated July 25, 2022 from B. Brock with respect to this matter.

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

Nays: (1): E. Peloza

Motion Passed (14 to 1)

3. Scheduled Items

3.1 Not to be heard before 4:05 PM - Public Participation Meeting - Municipal Accommodation Tax on Short-Term Accommodations - Single Source Procurement 2022-211

Moved by: S. Lewis
Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to collecting Municipal Accommodation Tax on Short-term Accommodations:

a) the proposed by-law as appended to the staff report dated July 27, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on August 2, 2022, with respect to the collection of Municipal Accommodation Tax in the City of London, entitled “A By-law to Impose a Municipal Accommodation Tax”; and

b) the approval hereby BE GIVEN to enter into a contract with the Ontario Restaurant, Hotel & Motel Association for an additional four (4) years with two one-year extensions; it being noted that this will be a single source contract as per the Procurement of Goods and Services Policy, in accordance with section 14.4 (d); and

c) the proposed by-law as appended to the staff report dated July 27, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting on August 2, 2022 to:

i) approve the Amending Agreement to the Municipal Accommodation Tax Collection Agreement between The Corporation of the City of London and the Ontario Restaurant Hotel & Motel Association for the collection of the Municipal Accommodation Tax in the City of London;
ii) authorize the City Treasurer to approve any amendments to the Amending Agreement;
iii) authorize the Mayor and City Clerk to execute the agreement; and,
iv) authorize the City Treasurer to approve any future amending agreements to the agreement between The Corporation of the City of London and the Ontario Restaurant Hotel & Motel Association for the collection of the Municipal Accommodation Tax in the City of London;

it being noted that no individuals made verbal presentations at the public participation meeting.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): J. Helmer

Motion Passed (14 to 0)

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

Motion to open the public participation meeting.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): J. Helmer

Motion Passed (14 to 0)

Moved by: J. Fyfe-Millar
Seconded by: P. Van Meerbergen

Motion to close the public participation meeting.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): J. Helmer

Motion Passed (14 to 0)

4. Items for Direction

4.1 London Community Recovery Network – Recovery Funding Business Cases

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 July 27, 2022 related to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases:

a) the LCRN Business Cases: A through F, included in the above-noted staff report, BE RECEIVED;

b) the following funding requests BE APPROVED:

i) Business Case #1: Green Economic Stimulus: Building Retrofits for Local Residents and Businesses;

ii) Business Case # 2: Belong: Inclusive Arts Experiences for Children and Youth;

iii) Business Case # 3: Argyle BIA Currency Pilot Program;

iv) Business Case # 4: London Public Library Reading Garden Access from Dundas Place Flex Street;

v) Business Case # 5: London Innovation Challenge; and,

vi) Business Case # 6: London Tech Talent Growth;

c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required by the City Solicitor, to implement the approved noted in part b) above;

it being noted that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

- Martino, Executive Director, Crouch Neighbourhood Resource Centre;
- Rajic, Executive Director, Glen Cairn Community Resource Centre;
- Yi, Executive Director, London Arts Council;

- Maly, Executive Director, Downtown London;
- Peebles, Coordinator, Programming and Outreach Services, London Public Library;
- Clark-Emery, Manager Neighbourhood Community Development Westminster and Youth Services, Neighbourhood Resource Association Westminster Park;
- Needham, Executive Director, South London Neighbourhood Resource Centre;
- Finn, Tourism London;
- Pastorius, General Manager, Old East Village Business Improvement Area; and,
- Chief Executive Officer, London & District Construction Association.

Voting Record:

Moved by: M. Hamou
Seconded by: J. Fyfe-Millar

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 July 27, 2022 related to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases:

a) the LCRN Business Cases: A through F, included in the above-noted staff report, BE RECEIVED;

b) the following funding requests BE APPROVED:

i) Business Case #1: Green Economic Stimulus: Building Retrofits for Local Residents and Businesses;
ii) Business Case # 2: Belong: Inclusive Arts Experiences for Children and Youth;

v) Business Case # 5: London Innovation Challenge; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required by the City Solicitor, to implement the approved noted in part b) above;

it being noted that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

- J. Martino, Executive Director, Crouch Neighbourhood Resource Centre;
- S. Rajic, Executive Director, Glen Cairn Community Resource Centre;
- E. Yi, Executive Director, London Arts Council;
- B. Maly, Executive Director, Downtown London;
- D. Peebles, Coordinator, Programming and Outreach Services, London Public Library;
- K. Clark-Emery, Manager Neighbourhood Community Development Westminster and Youth Services, Neighbourhood Resource Association Westminster Park;
- N. Needham, Executive Director, South London Neighbourhood Resource Centre;
- C. Finn, Tourism London;

- J. Pastorius, General Manager, Old East Village Business Improvement Area; and,
- Chief Executive Officer, London & District Construction Association.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

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

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 July 27, 2022 related to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases:

b) the following funding requests BE APPROVED:

iii) Business Case # 3: Argyle BIA Currency Pilot Program;

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

Motion Passed (15 to 0)

Moved by: A. Hopkins
Seconded by: E. Peloza

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 July 27, 2022 related to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases:

b) the following funding requests BE APPROVED:

iv) Business Case # 4: London Public Library Reading Garden Access from Dundas Place Flex Street;

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Motion Passed (13 to 1)

Moved by: J. Fyfe-Millar
Seconded by: E. Peloza

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 July 27, 2022 related to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases:

b) the following funding requests BE APPROVED:

vi) Business Case # 6: London Tech Talent Growth;

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

Motion Passed (15 to 0)

4.2 Consideration of Appointment to the London and Middlesex Community Housing Board of Directors (Requires 2 Members)

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

That the following actions be taken with respect to the London & Middlesex Community Housing:

a) the resubmitted communication dated May 30, 2022 from P. Chisholm, Chief Executive Officer, London & Middlesex Community Housing BE RECEIVED;

b) the communication dated July 13, 2022 from A.M. Mitchell, Board of Directors, London & Middlesex Community Housing BE RECEIVED; and,

c) the following BE APPOINTED as Class I Directors to the London & Middlesex Community Housing Board of Directors for the term ending December 31, 2024;

- Phil Squire
- John Corboy

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

Motion Passed (15 to 0)

4.3 Argyle Business Improvement Association Budget Request

Moved by: S. Lewis
Seconded by: J. Helmer

That the following actions be taken with respect to the communication dated June 20, 2022 from the Argyle BIA:

a) the Civic Administration BE DIRECTED to prepare a business case for the 2023 budget update for a corridor street scape design to help identify opportunities that can form a basis for a CIP capital budget for the 2024-2027 MYB;

b) the above-noted communication from the Argyle BIA board BE RECEIVED;

it being noted that this may assist in identifying those which can be prioritized for early implementation during through the CIP as infrastructure renewal projects along this corridor are completed.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

Motion Passed (14 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: P. Van Meerbergen
Seconded by: S. Lewis

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 5:04 PM.

Corporate Services Committee

Report

11th Meeting of the Corporate Services Committee
July 25, 2022

PRESENT: Councillors S. Lewis (Chair), M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, Mayor E. Holder

ALSO PRESENT: A. Job, B. Westlake-Power

Remote Attendance: Councillors M. van Holst, E. Peloza; L. Livingstone, A. Barbon, B. Card, S. Corman, J. Dann, J. Davison, V. Morgado, P. McKague, K. Murray, K. Scherr, M. Schulthess, C. Smith, L. Stewart, A. Thompson, B. Warner

The meeting is called to order at 12:01 PM; it being noted that the following were in remote attendance: Mayor E. Holder, Councillor M. Cassidy

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That Consent Items 2.1 to 2.7 BE APPROVED.

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

2.1 Strategic Advocacy Framework Annual Update

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That, on the recommendation of the Director, Strategic Communications and Government Relations, and the concurrence of the City Manager, the Strategic Advocacy Framework Annual Update report BE RECEIVED for information.

Motion Passed

2.2 2021 Investment Report

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2021 Investment Report, providing a summary of the performance of the City of London’s investment portfolio, BE RECEIVED for information.

Motion Passed

2.3 Single Source – Furniture Relocation Services and the Dismantling, Assembling and Moving of Systems Furniture

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to furniture relocation services and the dismantling, assembling and moving of systems furniture:

a) the award of the Furniture Relocation Services & the Dismantling, Assembling & Moving of Systems Furniture contract to POI Business Interiors for one (1) year, with four (4) additional one (1) year extensions in accordance with Section 14.4 (d) and (e) of the Procurement of Goods and Services Policy BE ACCEPTED;

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

c) the approval given herein BE CONDITIONAL upon the Corporation entering into formal contract or having a purchase order, or contract records relating to the subject matter of this approval.

Motion Passed

2.4 Council Members' Expense Account Policy – Update

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That, on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated July 25, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to amend By-law No. CPOL.-228-480, as amended, being "Council Members' Expense Account" to update various provisions of the policy.

Motion Passed

2.5 Standing Committee Meetings and Annual Meeting Calendar

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That, on the recommendation of the City Clerk, the revised annual meeting calendar for the period January 1, 2023 to December 31, 2023, BE APPROVED; it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation.

Motion Passed

2.6 2nd Report of the County/City Liaison Committee

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That the 2nd Report of the County/City Liaison Committee from its meeting held on June 22, 2022 BE RECEIVED.

Motion Passed

2.7 Declare Surplus – City-Owned Road Allowance – Princess Street

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports and on the advice of the Director, Realty Services, with respect to a portion of City-owned property being Part 1 and Part 2, Plan 33R-21307, west of Pond Mills Road and further known as being part of Princess Street on Registered Plan 380, in the City of London, County of Middlesex (the "Subject Property"), the following actions be taken:

a) the Subject Property BE DECLARED SURPLUS; and,

b) the Subject Property BE OFFERED for sale to the abutting property owners at fair market value, in accordance with the City's Sale and Other Disposition of Land Policy.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

Moved by: J. Fyfe-Millar
Seconded by: E. Holder

That Items 4.1, 4.2, and 4.4 to 4.6, BE APPROVED.

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

4.1 Application - Issuance of Proclamation - Terry Fox Week

Moved by: J. Fyfe-Millar
Seconded by: E. Holder

That based on the application dated June 15, 2022 from Terry Fox Run London, September 12-18, 2022 BE PROCLAIMED as Terry Fox Week.

Motion Passed

4.2 Issuance of Proclamation

Moved by: J. Fyfe-Millar
Seconded by: E. Holder

That the following actions be taken:

a) based on the application from The Leukemia & Lymphoma Society of Canada - London Ontario, October 22, 2022 BE PROCLAIMED as Light the Night Day for the Leukemia & Lymphoma Society of Canada; and,

b) based on the application from The Leukemia & Lymphoma Society of Canada - London Ontario, the month of September 2022 BE PROCLAIMED as Blood Cancer Awareness Month Leukemia & Lymphoma Society of Canada.

Motion Passed

4.4 Application - Issuance of Proclamation - Emancipation Month

Moved by: J. Fyfe-Millar
Seconded by: E. Holder

That based on the application from W.E.A.N Community Centre, the month of August 2022 BE PROCLAIMED as Emancipation Month.

Motion Passed

4.5 Application - Issuance of Proclamation - National Coaches Week

Moved by: J. Fyfe-Millar
Seconded by: E. Holder

That based on the application dated July 12, 2022 from Coaches Association of Ontario, September 17-25, 2022 BE PROCLAIMED as National Coaches Week.

Motion Passed

4.6 Application - Issuance of Proclamation - World Patient Safety Day

Moved by: J. Fyfe-Millar
Seconded by: E. Holder

That based on the application dated July 13, 2022 from Patients for Patient Safety Canada (PFPSC), September 17, 2022 BE PROCLAIMED as World Patient Safety Day.

Motion Passed

4.3 Application - Issuance of Proclamation - 230th Anniversary: Black Loyalist Exodus: 15 Ships to Sierra Leone

Moved by: E. Holder
Seconded by: M. Cassidy

That based on the application dated July 4, 2022 from #1792Project, the month of September 2022 BE PROCLAIMED as 230th Anniversary: Black Loyalist Exodus: 15 Ships to Sierra Leone.

Yeas: (4): M. Cassidy, J. Morgan, M. Hamou, and E. Holder

Nays: (2): S. Lewis, and J. Fyfe-Millar

Motion Passed (4 to 2)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: M. Hamou
Seconded by: M. Cassidy

That the Corporate Services Committee Convenes in Closed Session to consider the following:

6.1. Land Acquisition/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 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.

6.2. Land Acquisition/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 lease of office space 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 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.

6.4. 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.

6.5 (ADDED) Labour Relations/Employee Negotiations

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation.

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

The Corporate Services Committee convenes in Closed Session from 12:25 PM to 1:00 PM.

7. Adjournment

Moved by: J. Fyfe-Millar
Seconded by: M. Hamou

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:03 PM.

Civic Works Committee

Report

10th Meeting of the Civic Works Committee
July 26, 2022

PRESENT: Councillors E. Peloza (Chair), M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, Mayor E. Holder

ALSO PRESENT: A. Job and A. Pascual

Remote Attendance: Councilllors M. Hamou and S. Lewis; G. Barrett, B. Card, S. Corman, J. Dann, K. Dawtrey, U. DeCandido, K. Huckabone, D. MacRae, M. McVicar, A. Rammeloo, K. Scherr, J. Stanford, and B. Westlake-Power

The meeting was called to order at 12:00 PM with Councillor E. Peloza in the Chair; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors J. Helmer, M. van Holst, and P. Van Meerbergen.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no disclosures of pecuniary interest were received.

2. Consent

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That Items 2.1 to 2.11, excluding 2.5, BE APPROVED.

Yeas: (6): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

2.1 1st and 2nd Reports of the Integrated Transportation Community Advisory Committee

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That the 1st and 2nd Reports of the Integrated Transportation Community Advisory Committee, from its meetings held on June 15, 2022 and July 13, 2022 respectively, BE RECEIVED;

it being noted that the communication from W. Brock, with respect to this matter, was received. (2022-T02)

Motion Passed

2.2 1st Report of the Environmental Stewardship and Action Community Advisory Committee

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That the 1st Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on June 29, 2022, BE RECEIVED.

Motion Passed

2.3 RFT-2022-149 Automated Turning Movement Studies Tender Award - Irregular Result

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 26, 2022, related to the procurement of automated turning movement studies:

a) the approval hereby BE GIVEN to enter a contract for the supply of turning movement studies to Spectrum Traffic Data Inc., at the tendered price of $155,000.00, excluding HST;

it being noted that only one bid was received and is therefore an irregular result purchase as per Section 8.10 of the City of London's Procurement of Goods and Services Policy;

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

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

d) the approval given, herein, BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms and conditions with Spectrum Traffic Data Inc. to the satisfaction of the Manager of Purchasing and Supply and the Deputy City Manager, Environment and Infrastructure; and,

e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval. (2022-T05)

Motion Passed

2.4 Request for Proposal RFP2022-120 Contract Award of 2022 Sewer Lining (CIPP)

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 26, 2022, related to RFP2022-120 - contract award of 2022 Sewer Lining (CIPP):

a) the bid submitted by Insituform Technologies Limited at its tendered price of $4,077,716.10, excluding HST, BE ACCEPTED;

it being noted that the bid submitted by Insituform Technologies Limited was the only bid meeting the technical criteria and meets the City's specifications and requirements in all areas;

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

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

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; 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. (2022-E01)

Motion Passed

2.6 Consultant Contract Increase for the Mud Creek Phase 2 Detailed Design

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 26, 2022, related to the requested increase to the Consultant contract services for the Mud Creek Phase 2 detailed design:

a) the engineering fees for AECOM Canada Ltd. BE INCREASED to recognize the additional scope of work for the project in accordance with the estimate on file, by $145,338, excluding HST, from $600,736 to a total upset amount of $746,074, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

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

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2022-F17)

Motion Passed

2.7 Summerside Spillway Cable Concrete Repairs - Contract Amendment

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 26, 2022, related to the Summerside Spillway Cable Concrete Repairs contract:

a) the contact award to CH Excavating (2013) BE INCREASED to carry out the cable concrete repairs to the Summerside Spillway in accordance with the estimate, on file, by an amount of $38,012.93 from $173,425.04 to a maximum total of $211,437.97, including 20% contingency, excluding HST, in accordance with Section 20.3 of the City of London's Procurement of Goods and Services Policy;

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

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

d) the approvals given, herein, BE CONDITIONAL upon the Corporation amending the original 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. (2022-F17)

Motion Passed

2.8 Contract Price Increase: 2021 Infrastructure Renewal

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report July 26, 2022, related to the following three projects: Wonderland Road South Watermain Installation; Wortley Road Reconstruction; and Saskatoon Street, Brydges Street and Wavell Street Active Transportation Improvement:

a) the Wonderland Road South Watermain Installation (Tender T21-40) contract value with Bre-Ex Construction Inc. BE INCREASED by $220,000.00 to a maximum total of $1,299,999.99, excluding HST, in accordance with Section 20.3 (e) of the City of London's Procurement of Goods and Services Policy;

b) the Wortley Road Reconstruction (Tender T21-05) contract value with Bre-Ex Construction Inc. BE INCREASED by $200,000.00 to a maximum total of $3,049,388.03, excluding HST, in accordance with Section 20.3 (e) of the City of London's Procurement of Goods and Services Policy;

c) the Saskatoon Street, Brydges Street and Wavell Street Active Transportation Improvement (Tender T21-89) contract value with J-AAR Excavating Ltd. BE INCREASED by $170,000.00 to a maximum total of $2,829,631.75, excluding HST, in accordance with Section 20.3 (e) of the City of London's Procurement of Goods and Services Policy;

d) the financing for these projects BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;

e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; 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. (2022-D02/F17)

Motion Passed

2.9 Closing Princess Street

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated July 26, 2022, BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022, to stop up and close Princess Street. (2022-T09)

Motion Passed

2.10 Strategic Plan Variance Report

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated July 26, 2022, related to the Strategic Plan Progress Variance BE RECEIVED for information. (2022-A23)

Motion Passed

2.11 Municipal Waste & Resource Materials Collection By-law Amendment

Moved by: E. Holder
Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated July 26, 2022, BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022, to amend the Municipal Waste & Resource Collection By-law (WM-12) to remove the additional packaging requirements for curbside collection of ceramic toilets (package inside a cardboard box and sealed) and add broken and cracked toilets as a curbside non-collectible material to enhance health and safety of the sanitation operators and public. (2022-E07)

Motion Passed

2.5 Appointment for Consulting Engineer and Drainage Superintendent By-Law Update Under the Drainage Act

Moved by: M. van Holst
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 July 26, 2022, related to the appointment of consulting services and the appointment of a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990:

a) Spriet Associates London Ltd. BE APPOINTED consulting engineers to be named as the Drainage Superintendent for the City of London to carry out the duties imposed upon Spriet Associates London Ltd. pursuant to the Drainage Act, R.S.O. 1990 in accordance with the estimate, on file, which will be administratively awarded in accordance with Section 15.2 (c) of the City of London's Procurement of Goods and Services Policy;

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022, to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990, c. D.17, and to repeal By-law No. A.-5339-123 entitled "A by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990";

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

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

e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; 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. (2022-E09)

Yeas: (6): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Scanlan Street Connection

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

That the communications from Councillor M. van Holst, dated July 16, 2022 and July 25, 2022, respectively, related to the Scanlan Street Connection and the River and Gore Roads Intersection BE RECEIVED.

Yeas: (5): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, and J. Fyfe-Millar

Absent: (1): E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: J. Fyfe-Millar
Seconded by: M. van Holst

That the Civic Works Committee Deferred Matters List as at July 18, 2022, BE RECEIVED.

Yeas: (5): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, and J. Fyfe-Millar

Absent: (1): E. Holder

Motion Passed (5 to 0)

6. Adjournment

Moved by: J. Fyfe-Millar
Seconded by: P. Van Meerbergen

That the meeting BE ADJOURNED.

Yeas: (5): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, and J. Fyfe-Millar

Absent: (1): E. Holder

Motion Passed (5 to 0)

The meeting adjourned at 12:51 PM.

Planning and Environment Committee
Report

13th Meeting of the Planning and Environment Committee
July 25, 2022

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

ALSO PRESENT: PRESENT: Councillor J. Fyfe-Millar; A. Job and H. Lysynski

REMOTE ATTENDANCE: Councillors M. van Holst, M. Cassidy, M. Hamou and E. Peloza; L. Livingstone, J. Adema, G. Barrett, J. Bunn, G. Dales, I. de Ceuster, M. Corby, L. Dent, M. Feldberg, K. Gonyou, M. Greguol, D. Harpal, H. McNeely, J. Kelemen, P. Kokkoros, L. Maitland, S. Mathers, H. McNeely, L. McNiven, S. Meksula, L. Mottram, A. Ostrowski, B. Page, C. Parker, N. Pasato, A. Pascual, M. Pease, Vanetia R., B. WestlakePower and S. Wise

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

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

That Items 2.1 to 2.7, inclusive, BE APPROVED.

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

Motion Passed (6 to 0)

2.1 1st Report of the Ecological Community Advisory Committee

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

That the following actions be taken with respect to the 1st and 2nd Reports of the Ecological Community Advisory Committee:

a) the Wetlands in London, Ontario: Lessons Learned from 905 Sarnia Road Wetland and Recommendations for the future - Draft 2 BE REFERRED to the Civic Administration for review;

b) the revised Working Group comments relating to the property located at 307 Sunningdale Road East BE FORWARDED to the Civic Administration for review and consideration;

c) the Working Group comments relating to the property located at 4452 Wellington Road South BE FORWARDED to the Civic Administration for review and consideration; and,

d) clauses 1.1, 1.2, 2.1, 2.2, 3.1, 5.1, 5.2, 5.4, 6.1 and 6.2 of the 1st Report and clauses 1.1, 3.1, 5.1 to 5.5, inclusive, of the 2nd Report of the Ecological Community Advisory Committee BE RECEIVED for information. (2022-D04)

Motion Passed

2.2 3rd Report of the Community Advisory Committee on Planning

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

That, the following actions be taken with respect to the 3rd Report of the Community Advisory Committee on Planning from its meeting held on July 13, 2022:

a) the following actions be taken with respect to the Notice of Application, dated June 15, 2022, from M. Johnson, Senior Planner, with respect to a Draft Plan of Subdivision and Zoning By-law Amendment, related to the property located at 1156 Dundas Street:

i) the above-noted Notice BE RECEIVED; and,
ii) the communication appended to the 3rd Report of the Community Advisory Committee on Planning, from D. Devine, with respect to affordable housing matters related to new developments, BE FORWARDED to the Planning and Environment Committee for consideration with dealing with the Application; and,

b) clauses 1.1, 2.1, 3.1, 3.3 to 3.5, inclusive, 4.1, 5.1 to 5.7, inclusive, BE RECEIVED for information. (2022-A02)

Motion Passed

2.3 Heritage Alteration Permit Application - Elizabeth Street Infrastructure Renewal Project in the Old East Heritage Conservation District

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

That, 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 the Elizabeth Street alterations, within the Old East Heritage Conservation District, BE PERMITTED. (2022-R01)

Motion Passed

2.4 Request for Designation under Part IV of the Ontario Heritage Act - 514 Pall Mall Street

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

That, 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 514 Pall Mall Street:

a) 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 D of the associated staff

report; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property located at 514 Pall Mall Street to be of cultural heritage value or interest for the reasons outlined in Appendix D of the associated staff 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. (2022-R01)

Motion Passed

2.5 Heritage Alteration Permit Application - 45 Bruce Street, Wortley Village-Old South Heritage Conservation District

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

That, 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 to remove the brick chimney on the heritage designated property located at 45 Bruce Street, within the Wortley Village-Old South Heritage Conservation District, BE REFUSED. (2022-R01)

Motion Passed

2.6 1345 Cranbrook Road and 1005 Longworth Road - Exemption from Part-Lot Control (P-9488)

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

That, on the recommendation of the Director, Planning and Development, with respect to the application by Craig Linton (Norquay Developments), for lands located at 1345 Cranbrook Road and 1005 Longworth Road, the proposed by-law appended to the staff report dated July 25, 2022 BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to exempt Blocks 28 & 29, Plan 33M-657 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act*, for a period not exceeding three (3) years. (2022-D25)

Motion Passed

2.7 Building Division Monthly Report - May 2022

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

That the Building Division Monthly report for May, 2022 BE RECEIVED for information. (2022-A23)

Motion Passed

3. Scheduled Items

3.1 414 and 418 Old Wonderland Road (39CD-22501)

Moved by: S. Turner
Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Four Fourteen Inc., relating to the property located at 414 and 418 Old Wonderland Road:

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 by Four Fourteen inc., relating to lands located at 414 and 418 Old Wonderland Road; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Site Plan Approval by Four Fourteen inc., relating to lands located at 414 and 418 Old Wonderland Road;

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

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

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including, but not limited to, Our Tools, Key Directions and the Neighbourhoods Place Type policies. (2022-D07)

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Turner
Seconded by: S. Hillier

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Lehman
Seconded by: S. Turner

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.2 254 Hill Street - Demolition Request for a Heritage Listed Property

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

That, 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 demolition request for the built resources on the heritage listed property located at 254 Hill Street:

a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the built resources on the property;

b) the property at 254 Hill Street BE REMOVED from the Register of Cultural Heritage Resources, and,

c) the property owner BE ENCOURAGED to salvage the buff brick during demolition for potential re-use in the current development proposal on the property or heritage conservation projects elsewhere in the City;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- M. Campbell, Zelinka Priamo Ltd. (2022-R01)

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

Motion Passed (6 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Turner
Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.3 432 Grey Street - Request to Remove the Fugitive Slave Chapel from a Heritage Designated Property

Moved by: S. Lewis
Seconded by: S. Turner

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 34 of the *Ontario Heritage Act* seeking consent to remove the Fugitive Slave Chapel building from the heritage designated property located at 432 Grey

Street and to relocate the building to the Fanshawe Pioneer Village, at 2609 Fanshawe Park Road East, BE APPROVED with the following term and condition:

a) prior to the removal of the building, a Conservation Plan shall be prepared by the applicant and submitted to the satisfaction of the Director, Planning and Development, articulating how the heritage attributes of the Fugitive Slave Chapel will be conserved following its removal from the property at 432 Grey Street;

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

- a communication dated July 18, 2022 from M. Temme, 66 Palmer Street;
- a communication dated July 18, 2022, from H. Bates Neary, 93 Regent Street;
- a communication dated July 19, 2022, from N. Steele;
- a communication dated July 18, 2022, from G. Hodder, Chair, Chapel Committee;
- a communication dated July 19, 2022, from C. and A. Cameron;
- a communication dated July 20, 2022, from J. Hunten, 66 Palmer Street;
- a communication dated July 19, 2022, from C. Cadogan, Chair, London Black History Coordinating Committee;
- a communication dated July 21, 2022, from M.A. Hamilton, University of Western Ontario;
- a communication dated July 21, 2022, from E.A. Quinn, Hartwick College;
- a communication dated July 21, 2022, from D. Brock, President, The London and Middlesex Historical Society;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- D. Miskelly, Executive Director, Fanshawe Pioneer Village; and,
- C. Cadogan, Chair, London Black History Co-ordinating Committee.

(2022-R01)

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Hillier
Seconded by: S. Lehman

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Turner
Seconded by: S. Lehman

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.4 18 Elm Street (Z-9496)

Moved by: S. Turner
Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Housing Development Corporation, London, relating to the property located at 18 Elm Street:

a) the proposed by-law appended to the staff report dated July 25, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to amend The London Plan, the Official Plan for the City of London, 2016 TO add a special policy to Map Special Policy Areas applicable the subject lands, and TO add a special policy to the Neighbourhoods Place Type applicable to the subject lands; and,

b) the proposed by-law appended to the staff report dated July 25, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to amend Zoning By-law No. Z.-1, (in conformity with The London Plan, the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM a Neighbourhood Facility (NF) Zone TO a Residential R8 Special Provision Bonus (R8-4(_)●B(_)) Zone; and a Open Space 1 Special Provision (OS1(_)) Zone;

it being noted that the applicant applied to amend the Official Plan, 1989; however, that Official Plan has subsequently been repealed;

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

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- H. Froussios, Zelinka Priamo Ltd., on behalf of Housing Development Corporation, London and Ontario Aboriginal Housing Services;
- C. Connor, Ontario Aboriginal Housing Services; and,
- M. Marques-DiCicco, Holy Cross Parish;

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

- the proposed amendment is consistent with the Provincial Policy Statement, 2020 through the provision of affordable housing on an infill site which makes efficient use of existing infrastructure;
- the proposed amendment conforms to the policies of The London Plan, including but not limited to the key directions and general vision policies of the Neighbourhoods Place Type; and,
- the proposed amendment would conform to the requested policies of the Multi-Family – Medium Density Residential designation were the

Official Plan, 1989 not repealed and the requested amendment made. (2022-D09)

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

Motion Passed (6 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Lehman
Seconded by: S. Turner

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.5 538 Southdale Road East (Z-9480)

Moved by: S. Turner
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 Mansion Homes Inc. relating to the property located at 538 Southdale Road East:

a) the proposed by-law appended to the staff report dated July 25, 2022 as Appendix "A-1" for 538 Southdale Road East BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R3 (R3-2) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone; and,

b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues for 538 Southdale Road East through the site plan review process:

i) integrate existing, healthy, mature trees into proposed landscaped areas;
ii) infill any gaps abutting property boundaries with trees, fencing and/or other measures to buffer new development from existing uses;
iii) provide enhanced architectural treatment/details on the side facades to add visual interest as these facades are highly visible from the street;
iv) provide a minimum 1.5 metre buffer between all paved areas and the property lines to allow perimeter tree plantings; and,
v) provide a minimum 1.5 metre setback along the west property line for screening between the driveway and the private residence to the west;

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

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- M. Davis, Partner, Siv-ik Planning and Design, on behalf of Mansion Homes;

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

- the recommended amendments are 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 amendments conform to the in-force Neighbourhood policies of The London Plan, including but not limited to the use, intensity and form of future development anticipated along a Civic Boulevard;
- the recommended amendments conform to the Multi-Family, Medium Density Residential policies of the 1989 Official Plan, including but not limited to the permitted height and density of future development; and,
- the recommended amendments facilitate the development of sites within the Built Area Boundary and the Primary Transit Area in The London Plan with an appropriate form of infill development. (2022-D04)

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Turner
Seconded by: S. Hillier

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Lehman
Seconded by: S. Turner

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.6 Parking Standards Review (OZ-9520)

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 Parking Standards Review:

a) the proposed by-law appended to the staff report dated July 25, 2022 as Appendix B, BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022, to amend The London Plan, the Official Plan for the City of London, 2016 to clarify that minimum parking requirements shall not apply within the Downtown, Transit Village, Rapid Transit Corridor, and Main Street Place Types; and,

b) the proposed by-law appended to the staff report dated July 25, 2022 as Appendix A, BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022, TO AMEND Zoning Bylaw No. Z.-1, Section 4.19 (in conformity with the Official Plan, as amended above) to remove minimum parking requirements in the Downtown Transit Village, Rapid Transit Corridor, and Main Street Place Types; reduce minimum parking requirements in other parts of the City; and modify other regulations including bicycle and accessible parking requirements;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- M. Wallace, London Development Institute;
- A.M. Valastro; and,
- Resident. (2022-D02/T02)

Yeas: (3): S. Lewis, S. Lehman, and S. Hillier

Nays: (2): A. Hopkins , and S. Turner

Absent: (1): E. Holder

Motion Passed (3 to 2)

Additional Votes:

Moved by: S. Turner
Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

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

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.7 2009 Wharncliffe Road South (OZ-9348)

Moved by: S. Lehman
Seconded by: S. Turner

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2425293 Ontario Inc., relating to the property located at 2009 Wharncliffe Road South:

a) the proposed by-law appended to the staff report dated July 25, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to amend section 1565_5 of The London Plan, the Official Plan for the City of London, 2016, List of Secondary Plans - Southwest Area Secondary Plan, by ADDING a policy to section 20.5.9.4 “Bostwick Residential Neighbourhood – 2009 Wharncliffe Road South”, to permit a maximum mixed-use density of 176 units per hectare, through Bonusing;

b) the proposed by-law appended to the Planning and Environment Committee Added Agenda BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the London Plan, The Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR4) Zone TO a Residential R9 Special Provision Bonus (R9-1(_)*B-(_)) Zone;

it being noted that the Bonus Zone shall be implemented through one or more agreements to facilitate the development of a high-quality mixed use commercial/office and residential apartment building, with a maximum height of 22.5 metres (6 storeys), 372 square metres of first floor commercial/office uses, 45 dwelling units and a maximum mixed-use density of 176 units per hectare, which substantively implements the Site Plan, Renderings, Elevations and Views, attached as Schedule “1” to the amending by-law and provides for the following:

1. Exceptional Building and Site Design

i) a built form located along the Wharncliffe Road South that establishes a built edge with primary building entrance, street oriented residential units and active uses along those frontages;
ii) a built form that addresses the corner orientation at the intersection with Savoy Street;
iii) a step-back and terracing of 2m minimum, above the 4th storey for the building along Wharncliffe Road South frontage and at the intersection providing a human-scale along the street(s);
iv) a setback of 1-2m minimum, from the property line along Wharncliffe Road South and Savoy Street to avoid the requirement for encroachment agreements for building elements such as canopies, balconies, opening of doors, etc.;
v) a significant setback from the property to the North to provide a transition to the existing low-rise buildings;
vi) articulated facades including recesses, projections, balconies and terraces to provide depth and variation in the built form to enhance the pedestrian environment;
vii) a variety of materials, textures and articulation along building façade(s) to highlight different architectural elements and provide interest and human-scale rhythm along the street frontages; and,
viii) locates majority of the parking underground, behind the building and screened away from the street;

it being noted that additional site and building design criteria, not shown on the proposed renderings, will also be addressed as part of the site plan submission:
i) to include active ground-floor uses such as the principal building entrance, lobbies, common amenity areas, and street oriented commercial/residential units, oriented towards the public streets with direct access to the sidewalk along Wharncliffe Road South and Savoy Street in order to activate the street edge;
ii) for the ground floor commercial units, provide for a store-front design with primary entrances facing Wharncliffe Road South and Savoy Street. This should include a higher proportion of vision glass, signage, double doors, an increase in ground floor height, and the potential for canopies and lighting to frame the entrance include direct access from the commercial unit(s) fronting the street to the City sidewalk;
iii) provide functional primary entrances (double doors) for the commercial units along both Wharncliffe and Savoy Street with walkways connecting the entrances to the City Sidewalk;
iv) redesign the surface parking lot in an effort to reduce impermeable surfaces and leave space for a more functional and centrally-located common amenity area, by removing the central ‘snow storage’ area, consolidating the drive aisles and exploring opportunities for a drop-off/layby off of Savoy Street to allow more convenient access to a street-facing main entrance; and,
v) ensure common outdoor amenity space at ground level.

2. Provision of Affordable Housing

i) a total of three (3) one-bedroom units will be provided for affordable housing;
ii) rents not exceeding 80% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
iii) the duration of affordability set at 50 years from the point of initial occupancy;
iv) the proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations; and,
v) these conditions to be secured through an agreement registered on title with associated compliance requirements and remedies;

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

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- D. Hannam, Zelinka Priamo Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of

the Southwest Area Secondary Plan, including but not limited to the Medium Density Residential policies within the Bostwick Residential Neighbourhood;

- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development; and,
- the recommended amendment secures units for affordable housing through the bonus zone. (2022-D04)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

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

Motion Passed (4 to 0)

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

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.8 3510-3524 Colonel Talbot Road (Z-9491)

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

That, on the recommendation of the Director, Planning and Development, with respect to the application by 2857082 Ontario Inc., relating to the property located at 3510-3524 Colonel Talbot Road, the proposed attached, revised, by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to amend Zoning By-law No. Z.-1, (in conformity with The London Plan, the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Urban Reserve (UR4) Zone TO a Holding Residential R8 Special Provision (h-18*R8-4(_)) Zone;

it being noted that the following urban design and site plan matters were raised during the application review process for consideration by the Site Plan Approval Authority:

i) encourage the applicant to return to the Panel once the development is at the detailed design and site plan submission stage;
ii) relocate the transformer to a less prominent location away from the street frontage along Pack Road;
iii) ensure parking areas visible from the street are screened in order to reduce their visual impact along both streetscapes;

iv) provide safe and effective direct pedestrian linkages to Colonel Talbot Road and Pack Road from the building;
v) provide an appropriately sized and located common outdoor amenity area for the number of units proposed;
vi) the proposal should take into consideration any existing significant mature trees on the site and along property boundaries;
vii) ensure that the proposed building/built form is oriented to both Colonel Talbot Road and Pack Road and establishes a pedestrian-oriented built edge with street oriented units;
viii) ensure the building is appropriately scaled and located on the site to provide visual interest and enclose the street;
ix) extend the building façade along the perimeter of both Colonel Talbot Road and Pack Road to have a more efficient use of land and foster an enclosed pedestrian-oriented streetscape;
x) ensure that the proposed building has regard for its corner location. The massing/ articulation or other architectural features should emphasize the intersection;
xi) ensure development is designed in a main street format with buildings at the street edge with high proportions of vision glazing and principal entrances oriented to the street;
xii) locate the principal residential building entrance (lobby) at the intersection of Colonel Talbot Road and Pack Road or an alternative location close to intersection along either of the public streets. Differentiate the residential lobby entrance from the commercial unit entrances with architectural features such as canopies, signage, lighting, increase in glazing, double doors, framing, materials, etc.;
xiii) commercial units proposed along Colonel Talbot Road should be designed with a human-scale rhythm and include a store-front design with high proportion of vision glass, appropriately scaled signage, canopies and lighting, double doors, and an increased ground floor height;
xiv) ensure the top of the building is designed and distinguished through an articulated roof form, step-backs, cornices, material change and/or other architectural details and explore opportunities to screen/integrate the mechanical and elevator penthouses into an architecture of the building;
xv) setback for parking needs to be sufficient to allow for tree plantings; and,
xvi) determine if left hand turns are allowed into the property from Colonel Talbot and Pack Road;

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

- the staff presentation; and,
- a communication from G. Dietz;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- N. Dyjach, SBM;
- G. Dietz, 3559 Loyalist Court;
- S. Miller, 3534 Colonel Talbot Road; and,
- A.M. Valastro;

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement, 2020, which encourages development to occur within settlement areas and land use patterns that provide for a range of uses and opportunities that will meet the needs of current and future residents;

- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Neighbourhood Place Type, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended amendment conforms to the policies of the Southwest Area Secondary Plan, Schedule 9, North Lambeth Residential Neighbourhood; and,
- the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood. (2022-D08)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Turner
Seconded by: S. Lehman

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

Motion to add part xvi) which reads as follows:

“xvi) determine if left hand turns are allowed into the property from Colonel Talbot and Pack Road.”

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.9 672 Hamilton Road - Demolition Request for a Heritage Listed Property

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 dwelling on the heritage listed property located at 672 Hamilton Road:

a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the dwelling on the property; and,

b) the property at 627 Hamilton Road BE REMOVED from the Register of Cultural Heritage Resources; and

c) the property owner BE ENCOURAGED to salvage historic materials and building elements prior to the demolition such as the carved wood details, columns between the windows, woodwork in the gable above the porch, and other decorative woodwork for potential re-use or heritage conservation projects elsewhere in the City;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- M. Marques-DiCicco, Holy Cross Parish. (2022-R01)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Turner
Seconded by: S. Lehman

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.10 1067, 1069, and 1071 Wellington Road (OZ-9263 / Z-9264)

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

That, the following actions be taken with respect to the application by Century Centre Developments Inc., relating to the properties located at 1067-1071 Wellington Road:

a) the application BE REFERRED back to allow the Civic Administration and the Applicant give further consideration to the 1050

square metre floor plate condition as recommended by the applicant and to direct Municipal Housing to have a further discussion with the applicant with respect to a larger mix of unit sizes in terms of affordable units and to further negotiate the sixty-five affordable units, specifically to increase the ratio of 2 and 3 bedroom units that would be available and to report back at a public participation meeting to be held at the August 22, 2022 Planning and Environment Committee meeting; and,

b) pursuant to section 34 (17) of the *Planning Act*, no further notice be given;

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

- a revised by-law; and,
- the staff presentation;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- M. Campbell, Zelinka Priamo Ltd.;
- S. Brand, 717 Dunelm Lane;
- R. McPherson, 1096 Jalna Boulevard;
- A.M. Valastro;
- C. Pentland, Beechmount Crescent; and,
- D. Lazzaro. (2022-D04)

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

Nays: (2): A. Hopkins , and S. Turner

Motion Passed (4 to 2)

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Turner
Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

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

That M. Campbell's delegation BE EXTENDED beyond five minutes.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.11 574 Southdale Road East (Z-9481)

Moved by: S. Turner
Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Mansion Homes Inc., relating to the property located at 574 Southdale Road East:

a) the proposed by-law appended to the staff report dated July 25, 2022 as Appendix “A–2” BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022 to amend Zoning By-law Z-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R3 (R3-2) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone; and,

b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan review process:

i) integrate existing, healthy, mature trees into proposed landscaped areas;
ii) infill any gaps abutting property boundaries with trees, fencing and/or other measures to buffer new development from existing uses;
iii) provide enhanced architectural treatment/details on the side facades to add visual interest as these facades are highly visible from the street;
iv) provide a minimum 1.5 metre buffer between all paved areas and the property lines to allow perimeter tree plantings; and,
v) provide a minimum 1.5 metre setback along the west property line for screening between the driveway and the private residence to the west;
vi) garbage on site be stored away from property lines, adjacent buildings and minimize odors to the greatest extent possible;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- M. Davis, Partner, Siv-ik Planning and Design, on behalf of Mansion Homes; and,
- G. Pepe;

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

- the recommended amendments are 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 amendments conform to the in-force Neighbourhood policies of The London Plan, including but not limited to the use, intensity and form of future development anticipated along a Civic Boulevard;
- the recommended amendments conform to the Multi-Family, Medium Density Residential policies of the 1989 Official Plan, including

but not limited to the permitted height and density of future development; and,

- the recommended amendments facilitate the development of sites within the Built Area Boundary and the Primary Transit Area in The London Plan with an appropriate form of infill development.

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

Motion Passed (6 to 0)

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

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Turner
Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

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

Motion to consider Item 3.11 to after Item 3.5.

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

Motion Passed (6 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members Only)

6.1 Land Acquisition / Solicitor-Client Privileged Advice / Commercial and Financial Information / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiation

Moved by: S. Lewis
Seconded by: S. Turner

That the Planning and Environment Committee convene, In Closed Session, for the purpose of considering the following:

A matter pertaining to a proposed land donation and 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. (2022-M12)

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

Motion Passed (6 to 0)

The Planning and Environment Committee convenes, in Closed Session, from 10:13 PM to 10:41 PM.

7. Adjournment

The meeting adjourned at 10:44 PM

Bill No.
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3510-3524 Colonel Talbot Road.

WHEREAS 2857082 Ontario Inc. have applied to rezone an area of land located at 3510-3524 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 3510-3524 Colonel Talbot Road, as shown on the attached map comprising part of Key Map No. A112, from an Urban Reserve (UR4) Zone **TO** a Holding Residential R8 Special Provision Bonus (h-18*R8-4(_)) Zone.

2) Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:

) R8-4(_) 3510 & 3524 Colonel Talbot Road

a) Additional permitted uses, limited to the first floor

i) Bake shop
ii) Commercial recreation establishment
iii) Convenience store
iv) Food stores
v) Office, business
vi) Office, service
vii) Office, professional
viii) Personal service establishments
ix) Pharmacy
x) Retail store
xi) Restaurants

b) Regulations

i)	Front and Exterior Side Yard Depth (Minimum)	1.0 metres (3.3 feet)
ii)	Front and Exterior Side Yard Depth (Maximum)	3.0 metres (9.8 feet)
iii)	Height (Maximum)	the lesser of 15.0 metres, or 4 storeys
iv)	Density	87 units per hectare
v)	Gross Floor Area for Additional Permitted Uses (Maximum)	435.0 square metres (4682.3 square feet)
vi)	Parking (Minimum)	60 spaces

vii) Notwithstanding the Site Plan Control By-law, setback for the parking area from south property line shall be 3.0 metres (9.8 feet).

viii) The primary entrance of commercial units shall be oriented to adjacent streets.

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.

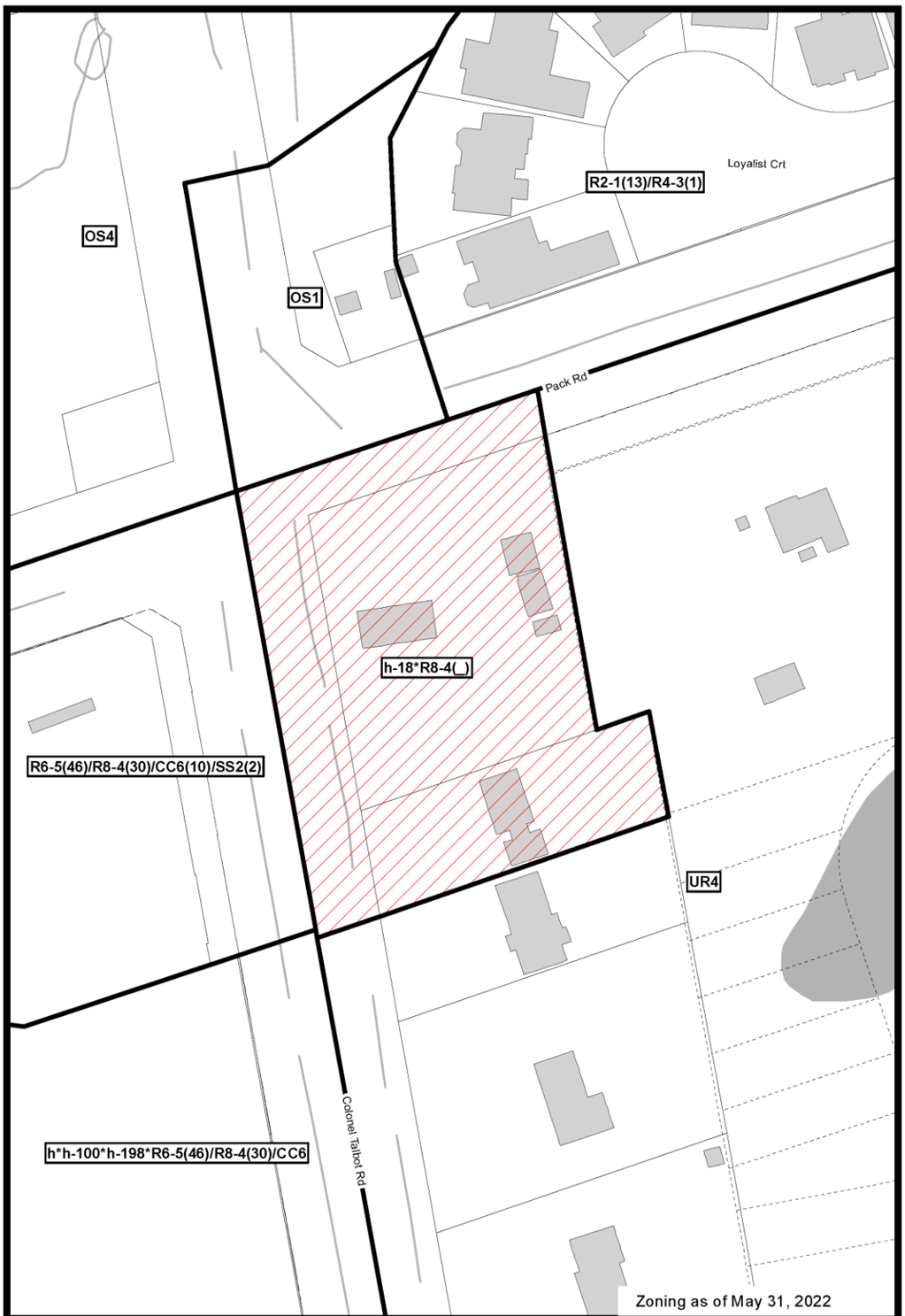
PASSED in Open Council on August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

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



File Number: Z-9491

Planner: NP

Date Prepared: 2022/06/13

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:1,000

0 5 10 20 30 40 Meters

Geodatabase

Bill No. 311
2022

By-law No. A.-_____-___

A by-law to confirm the proceedings of the Council Meeting held on the 2nd day of August, 2022.

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 August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 312
2022

By-law No. A.-____-___

A by-law to appoint a Drainage Superintendent pursuant to the *Drainage Act*, R.S.O. 1990, c. D.17, and to repeal By-law No. A.-5339-123 entitled “A by-law to appoint a Drainage Superintendent pursuant to the *Drainage Act*, R.S.O. 1990”.

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 93 of the *Drainage Act*, R.S.O. 1990, c. D.17, authorizes the council of a local municipality to appoint by by-law a drainage superintendent and provide for fees or other remuneration for services performed by drainage superintendents in carrying out their duties under the *Drainage Act*;

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

1. Armin Kruspel of Spriet Associates London Ltd. is hereby appointed as Drainage Superintendent for The Corporation of the City of London.

2. The Drainage Superintendent shall carry out the duties as prescribed by the *Drainage Act*, R.S.O. 1990. c. D.17.

3. By-law No. A.-5339-123 passed on April 5, 1993, entitled “A by-law to appoint a Drainage Superintendent pursuant to the *Drainage Act*, R.S.O. 1990” is hereby repealed.

4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 313
2022

By-law No. A.-_____-___

A by-law to designate an Emergency Management Program Coordinator pursuant to section 10 of Ontario Regulation 380/04 of the *Emergency Management and Civil Protection Act*.

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 subsection 10(1) of O. Reg. 380/04 under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 (the "Act") requires every municipality to designate an employee of the municipality or a member of the council as its Emergency Management Program Coordinator;

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

1. Pursuant to subsection 10(1) of the Act, the Council of the Corporation of the City of London hereby designates the Director, Emergency Management and Security Services as the Emergency Management Program Coordinator for The Corporation of the City of London.

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 314
2022

By-law No. A.-_____-___

A by-law to approve a Canada-Wide Early Learning and Child Care Funding Agreement Template and to authorize the Deputy City Manager, Social and Health Development or their written designate to approve and execute agreements using the Canada-Wide Early Learning and Child Care Funding Agreement Template.

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

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

AND WHEREAS section 22 of the *Municipal Act, 2001* provides that a municipality may provide a system that it would otherwise not have power to provide within the municipality, if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS under section 2 of Ontario Regulation 138/15 under the *Child Care and Early Years Act, 2014* ("CCEYA") The Corporation of the City of London is designated as the Consolidated Municipal Service Manager (CMSM) for the geographic service area of "City of London and County of Middlesex";

AND WHEREAS, in this By-law, a reference to "Service System Manager" means a Consolidated Municipal Service Manager (CMSM) designated as a Service System Manager as defined in the Child Care and Early Years Act, 2014;

AND WHEREAS the City and the Province of Ontario have entered into an Ontario Transfer Payment Agreement for the purposes of funding Ontario Child Care and EarlyON Child and Family Centres and the Canada-Wide Early Learning and Child Care Agreement;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* enables a municipality to delegate certain powers and duties any Act, to a person or body, subject to restrictions set out in the *Municipal Act, 2001;*

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

1. The Canada-Wide Early Learning and Child Care Funding Agreement Template, substantially in the form attached as Schedule "A" to this by-law, is hereby authorized and approved.

2. The Deputy City Manager Social and Health Development or their written designate is delegated the power to execute Funding Agreements based on the Template authorized and approved in section 1 of this by-law.

3. The Deputy City Manager Social and Health Development or their written designate is delegated the power to edit and amend the Attachments and add new Attachments to the Funding Agreement from time to time in accordance with Provincial Guidelines.

4. The authority of the Deputy City Manager Social and Health Development or their written designate to act under this by-law, is subject to the following:

i. such actions are consistent with the requirements contained in the Funding Agreement approved in section 1 above;

ii. such actions are in accordance with all applicable legislation;

iii. such actions do not require additional funding or are provided for in the City's current budget; and,

iv. such actions do not increase the indebtedness or liabilities of The Corporation of the City of London.

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

PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

SCHEDULE A

CANADA-WIDE EARLY LEARNING AND CHILD CARE FUNDING AGREEMENT

THIS IS A STANDARD FORM AGREEMENT – TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

THIS AGREEMENT MADE THIS <insert day> DAY OF <insert month>, 20 <insert year>

BETWEEN

<INSERT LEGAL NAME OF PARTY>
("the Operator")

-AND-

The Corporation of the City of London
a municipality incorporated under the laws
of the Province of Ontario:
("the City")

WHEREAS pursuant to multiple pieces of Provincial legislation, described below, the City is party to a number of various funding arrangements (including but not limited to receiving funds, sharing funds and distributing funds) with community partners for the purposes of implementing and delivering community services and programs;

AND WHEREAS pursuant to section 2(1) of the *Child Care and Early Years Act, 2014,* S.O. 2014, c.11, Sched. 1 (the "CCEYA"), "Consolidated Municipal Service Manager" is defined as a municipality or district social services administration board designated by the regulations as the service area of that Consolidated Municipal Service Manager in accordance with section 65(1);

AND WHEREAS, in this Agreement, a reference to "Consolidated Municipal Service Manager" or "CMSM" means a Consolidated Municipal Service Manager (CMSM) designated as a Service System Manager as defined in the Child Care and Early Years Act, 2014;

AND WHEREAS the City has a Child Care and Early Years Service System Plan (the "Plan"), in accordance with section 51(1) of the CCEYA;

AND WHEREAS in accordance with section 51(5), Council of the City has approved the Plan;

AND WHEREAS pursuant to section 54(3) of the CCEYA the Minister of Education (the "Minister") may enter into agreements with the Consolidated Municipal Service Manager (CMSM) for the purposes of establishing, administering, operating or funding child care and early years programs or services, or to fund or provide financial assistance for persons charged fees in respect of child care, or for funding or providing financial assistance that support the temporary care for or supervision of children;

AND WHEREAS a Consolidated Municipal Service Manager has all the rights, powers and privileges of a natural person, in accordance with section 9 of the *Municipal Act, 2001;*

AND WHEREAS a Consolidated Municipal Service Manager shall,

a) develop and administer local policies respecting the operation of child care and early years programs and services;
b) administer the delivery of financial assistance provided by the Minister under clause 54 (1) (b), in accordance with the regulations;

c) coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the Consolidated Municipal Service Manager;

d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable;

e) perform such other duties as may be prescribed by the regulations.

AND WHEREAS a Consolidated Municipal Service Manager may,

(a) establish, administer, operate and fund childcare and early years programs and services;

(b) provide financial assistance for persons who are charged fees in respect of licensed child care, authorized recreational and skill building programs and extended day programs, in accordance with the regulations;

(c) fund and provide financial assistance for other programs or services prescribed by the regulations that provide or support temporary care for or supervision of children;

(d) provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services;

(e) evaluate and assess the impact of public funding; and

(f) exercise such other powers as may be prescribed by the regulations.

AND WHEREAS the Operator provides one or more of the services prescribed in O. Reg. 137/15;

AND WHEREAS the Province has entered into a Transfer Payment Agreement with the City for the provision of funding to the City for the purpose of funding services related to early learning and child care;

AND WHEREAS the City has the authority pursuant to the legislation indicated in the attached Attachment to enter into this Agreement for the provision of funding for services related to early learning and child care;

AND WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained herein the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement and all Attachments to this Agreement, words will be defined in accordance with the applicable legislation, unless otherwise defined in an Attachment.

2. ATTACHMENTS FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT

2.1 The following Attachments, marked with an “X,” form part of this Agreement:

____ Attachment 1: Fee Reduction Funding;

____ Attachment 2: Workforce Compensation Funding;

2.2 **Revised Attachments and associated Schedules.** The City may, at any time, upon consultation with the Operator, provide any or all of the following:

(a) a new Attachment 1 (Fee Reduction Funding); and

(b) a new Attachment 2 (Workforce Compensation Funding); and

(c) such other further attachments related to funding as may be available from time to time

2.3 **Deemed to be Replaced**. If the City provides a new attachment in accordance with section 2.2, the new attachment shall be deemed to be either Attachment 1 (Fee Reduction Funding) or Attachment 2 (Workforce Compensation Funding) or such other further replacement attachments, as the case may be, (collectively referred to as "**New Attachments"**), for the period of time to which it relates as provided for in the new attachment.

2.4 **Termination by Operator**. If the Operator does not agree with all or any New Attachments, the Operator may terminate the Agreement immediately by giving Notice to the City within 60 days of the City providing the New Attachments.

2.5 **Consequences of Termination by Operator**. If the Operator terminates the Agreement pursuant to section 4.4, the City may take one or more of the actions listed in section 5.5.

3. TERM

3.1 This Agreement shall take effect on signing by both parties and will continue until it is replaced or superseded by a subsequent agreement or until it is terminated pursuant to the termination provisions of this Agreement. The completion of obligations under an Attachment to this Agreement does not terminate any obligations or the validity of this Agreement or any of the other Attachments.

4. THE OPERATOR/CITY RELATIONSHIP

4.1 The City, in its sole discretion, may pay funding to an Operator, in accordance with this Agreement and applicable Attachment(s). The amount, if any, shall be determined by the City, from time to time.

4.2 The Operator, in fulfilling its obligations under this Agreement, shall be solely responsible for all of its statutory obligations, including but not limited to the payment of CPP, WSIB, and taxes.

4.3 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Operator or between the City and any employees, agent or contractor of the Operator.

5. TERMINATION

5.1 **Termination on 60 Days' Notice.** This Agreement may be terminated by either party upon giving at least sixty (60) days' notice, in writing, without liability, penalty or costs, or notice in accordance with the applicable Attachment(s).

5.2 **Termination of Individual Attachments.** Individual Attachments can be terminated in accordance with their specific provisions and without having any effect on this Agreement.

5.3 **Immediate Termination by City – Default.** Notwithstanding anything else in this Agreement or Attachments, the City retains the discretion to terminate the

Agreement or the Attachments immediately as a result of an event of default or non-performance and will provide written notice in accordance with section 12 of this Agreement.

5.4 **Event of Default, Non-Performance.** Each of the following events will constitute an event of default or non-performance:

(a) in the opinion of the City, the Operator breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Program;

(ii) use or spend Funds; or

(iii) provide, in accordance with Attachment 1 or Attachment 2, or such other further attachments, reports or such other reports as may have been requested;

(b) the Operator's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the City provides the funds;

(c) the Operator makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Operator bankrupt, or applies for the appointment of a receiver; or

(d) the Operator ceases to operate.

5.5 **Consequences of Termination on Notice by the City.** If the City terminates the Agreement pursuant to section 5.1, the City may take one or more of the following actions:

(a) cancel all further instalments of Funds;

(b) demand from the Operator the payment of any Funds remaining in the possession or under the control of the Operator; and

(d) determine the reasonable costs for the Operator to wind down the Program, and do either of the following:

(i) permit the Operator to offset such costs against the amount the Operator owes pursuant to subsection 5.5(b); and,

(ii) subject to section 4.1, provide Funds to the Operator to cover such costs.

6. INDEMNIFICATION

6.1 The Operator undertakes and agrees to defend and indemnify the City (including the City's councillors, agents, appointees and employees) and hold the City (including the City's councillors, agents, appointees and employees) harmless, at the Operator's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City (including the City's councillors, agents, appointees and employees) may sustain or incur by reason of:

(a) any breach of this Agreement by any of the Operator, the Operator's employees, any subcontractor of the Operator, or persons for whom the Operator is responsible for (including volunteers);

(b) any loss or misuse of funds held by the Operator, the Operator's employees, any subcontractor of the Operator, or persons for whom the Operator is responsible for (including volunteers);

(c) the acts or omissions of the Operator, the Operator's employees, any subcontractor of the Operator, or persons for whom the Operator is responsible for (including volunteers) in performing the services or

otherwise carrying on the Operator's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines and penalties;

(d) any claim or finding that any of the Operator, the Operator's employees, any subcontractor of the Operator, or persons for whom the Operator is responsible for (including volunteers) are employees of, or are in an employment relationship with, the City or are entitled to Employment Benefits of any kind;

(e) any liability on the part of the City under any statute (including but not limited to the *Income Tax Act* or an employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties by virtue of any of the following being considered to be an employee of the City, from Operator: the Operator's employees, any subcontractor of the Operator, or persons for whom the Operator is responsible for (including volunteers); and,

(f) any and all claims, assessments, charges, taxes, or other penalties or demands which may be made by the Canada Revenue Agency, the Minister of National Revenue or other official of the Government of Canada, requiring the Corporation to pay income tax, charges or penalties under the Income Tax Act (Canada) in respect of any claims, demands and amounts payable in accordance with the contract which may be made by, on behalf of, or related to Services Canada Skills Development and Human Resources Development Canada or by any other government agency under any applicable statute and regulation with respect to any amounts which may in the future be found to be payable by the City on the Operator's behalf.

7. LIABILITY INSURANCE

7.1 The Operator undertakes and agrees that throughout the term of this Agreement, the Operator shall maintain:

a) general liability insurance on an occurrence basis covering the Operator, its officers, servants, contractors, and agents for an amount not less than Five Million ($5,000,000) dollars to cover any liability resulting from anything done or omitted by the Operator or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain an exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Operator; and,

(b) automobile insurance for any owned or leased vehicle used by the Operator for the provision of services in an inclusive limit of not less than Two Million ($2,000,000.) dollars against statutory liability and accident benefits.

7.2 In addition, the Operator shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the minimum amount set out in the chart below. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

Amount of Funding	Minimum Crime Insurance Limit
Less than $30,000	$5,000
$30,001 - $100,000	$25,000
Greater than $100,000	$100,000

7.3 The Operator shall submit prior to signing this Agreement and thereafter on an annual basis, and prior to insurance expiry, a completed standard Insurance Certificate (Form #0788, or as amended from time to time), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

7.4 Failure to procure and maintain any insurance under this Agreement or Attachments shall constitute a default under this Agreement.

8. PUBLICATION, CONFIDENTIALITY, EMPLOYEES AND AGENTS

8.1 The Operator agrees to obtain the consent in writing of the City before publishing or issuing any information regarding the Services. The Operator shall treat all confidential and proprietary information communicated to or acquired by the Operator or disclosed by the City in the course of carrying out the Services provided for herein in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. No such information shall be used by the Operator on any other project without the prior written approval of the City.

8.2 The Operator shall require each of its employees and agents, who work under this Agreement or who have access to confidential information of the City, to comply with the requirements of this Agreement with respect to confidentiality.

8.3 The Operator shall require each of its employees and agents who work under this Agreement to follow City's work rules and polices while on City premises.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA) TRAINING

9.1 The Operator shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities in compliance with the *Accessibility for Ontarians with Disabilities* Act, *2005* and its Regulations.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 **CCEYA License.** The Operator represents and warrants that they have a license to operate in good standing in accordance with the *Child Care and Early Years Act* (CCEYA) and are not in contravention of the CCEYA. The Operator shall maintain the license in good standing throughout the Term of this Agreement.

10.2 **Keep Copy of Agreement on Premises**. The Operator shall keep a copy of this Agreement, in electronic or hard copy format, on the child care premises, and available for inspection by the applicable Provincial Ministry.

10.3 **Reporting of Revisions or Use of Alternate Capacity.** The Operator shall immediately report to the City any revisions or use of alternate capacity with respect to spaces for aged 0-5 for which they are receiving fee reduction funding. Any such changes may result in the City adjusting or recovering funding.

10.4 **Survey.** The Operator shall complete and submit, satisfactorily to the Ministry, any survey as required by the Ministry Director (e.g., *Licensed Child Care Operations Survey)*. The Operator shall not receive funding from the City until the City has received confirmation from the Ministry that the Operator has satisfactorily submitted the survey.

11. RELATIONSHIP OF AGREEMENT TO ATTACHMENTS

11.1 Where there is a conflict between the terms or obligations of the Agreement and an Attachment, the more restrictive term shall apply.

11.2 A default under any of the Attachments also constitutes a default under the Agreement.

11.3 In accordance with the By-law authorizing this Agreement, the ability to edit the terms of the Attachments has been delegated to the Deputy City Manager, Social and Health Development or their written designate.

12. NOTICE

12.1 Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given to the contact as indicated in the applicable Attachment.

12.2 Notice with respect to the terms of this Agreement (as distinct from a notice required under an Attachment) shall be in writing and shall be given by personal service or by mailing by registered mail, with postage thereon fully prepaid, in a sealed envelope, to be addressed as follows:

If for the Operator: To: <insert Operator's name> Address: <insert Operator's address>	If for the City: To: The Corporation of the City of London Attn: Deputy City Manager, Social and Health Development 355 Wellington Street, Suite 248, 2nd Floor London, ON N6A 3N7

12.3 Either party may by notice in writing, advise of a new address for notice, which shall then be used by the party to whom it is addressed.

12.4 Any notice, report, direction, request or other document delivered personally in accordance herewith shall be deemed to have been received when given to the addressee on the day of delivery. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the second (2nd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

13. CONFLICT OF INTEREST

13.1 The Operator shall disclose in writing to the Deputy City Manager, Social and Health Development or their written designate any outside interest and commitments that may generate a conflict of interest before commencing work under this Agreement and thereafter upon any such outside interest or commitment coming to the Operator's attention. "Conflict of Interest" means a situation in which the interests of the Operator or the Operator's staff or any outside interest or commitment of the Operator comes into conflict, or appears to come into conflict, with the interests of the City and includes both non-pecuniary and pecuniary interests (direct or non-direct). The Deputy City Manager, Social and Health Development or their written designate shall review the conflict promptly after disclosure by the Operator and shall give the Operator notice in writing of their determination as to whether any outside interest or commitment raises a potential conflict of interest with respect to the Operator's commitments identified in the Attachments to this Agreement, and the decision of the Deputy City Manager or their written designate shall be final. Disclosures of conflicts by the Operator to the Deputy City Manager, Social and Health Development shall

be kept confidential except to the extent necessary to review, consider and resolve any conflict and as permitted by the *Municipal Freedom of Information and Protection of Privacy Act.* A conflict of interest may be resolved by the Operator amending its obligations under one or more Attachments to this Agreement, or by terminating one or more Attachments to this Agreement, upon the written direction of the Deputy City Manager, Social and Health Development or their written designate or by the termination of the contract in accordance with section 5.

14. RETURN OR REALLOCATION OF FUNDS

14.1 Without limiting any rights of the City under this Agreement or its Attachments, if the Operator has not spent all of the funds allocated, the City may take one or both of the following actions:

(a) demand the return of the unspent funds; and,

(b) adjust the amount of any further instalments of funds accordingly.

14.2 In the event this Agreement or an Attachment is terminated by a new agreement or a new Attachment between the City and the Operator, the Operator will return to the City any funds remaining in its possession or under its control.

14.3 If at any time the City provides funds in excess of the amount to which the Operator is entitled under the Agreement, the City may:

(a) deduct an amount equal to the excess funds from any further instalments of funds; or,

(b) demand that the Operator pay an amount equal to the excess funds to the City.

14.4 If, pursuant to the Agreement:

(a) the City demands from the Operator the payment of any funds or an amount equal to any funds; or,

(b) the Operator owes any funds or an amount equal to any funds to the City, whether or not the City has demanded their payment.

such funds or other amount will be deemed to be a debt due and owing to the City by the Operator, and the Operator will pay or return the amount to the City immediately, unless the City directs otherwise.

14.5 The City may charge the Operator interest on any money owing by the Operator at the then current interest rate charged by the City on accounts receivable.

14.6 The Operator will pay any money owing to the City by cheque payable to “The Corporation of the City of London” and delivered to the City as provided for in section 12.

14.7 If the Operator fails to repay any amount owing under the Agreement, the City may deduct any unpaid amount from any money payable to the Operator by the City.

15. COMMUNICATIONS REQUIREMENTS

15.1 Unless otherwise directed by the City, the Province, and the Government of Canada, the Operator will:

(a) acknowledge the support of the City of London, the Province of Ontario and the Government of Canada for the Program; and,

(c) ensure that the acknowledgement is in a form and manner as directed by the City or the Province (where applicable).

15.2 The Operator will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Operator and do not necessarily reflect those of the City.

16. GENERAL PROVISIONS

16.1 **Assignment**
Neither party may assign this Agreement without the prior consent in writing of the other.

16.2 **Entire Agreement**
This Agreement and Attachments constitutes the entire Agreement between the Parties with respect to the subject matter contained herein and supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

16.3 **Time**
The Operator shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.

16.4 **Waiver**
The failure of either party at any time to require performance by the other party of any provisions shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by either party of any breach of the provisions be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

16.5 **Applicable Law**
This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Canada and the parties hereto hereby agree to the jurisdiction of the Courts of Ontario.

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

16.7 **Survival**
All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to this Agreement shall survive termination or expiry of this Agreement.

16.8 **Joint and Several Liability**
Where the Operator is comprised of more than one entity, all such entities will be jointly and severally liable to the City for the fulfillment of the obligations of the Operator under the Agreement.

IN WITNESS WHEREOF the parties have caused to be executed, this Agreement SIGNED SEALED AND DELIVERED;

The Corporation of the City of London

_____	_____
Date	Deputy City Manager, Social and Health Development or written designate

<INSERT LEGAL NAME OF OPERATOR>

_____	_____
Date	Per: *Signature
	_____
	Print Name, Title *I have authority to bind the Corporation
_____	_____
Date	Witness Signature (required where Operator is not a Corporation)

ATTACHMENT 1
FEE REDUCTION FUNDING

I, the below-signed Operator, acknowledge and agree with the terms set forth in this Attachment.

Operator: [Insert Legal Name of Operator]

Signature: _____
*I have the authority to bind the Corporation

Print Name: _____

Print Title: _____

E-mail: _____

Phone: _____

Date: _____

<u>Schedules to Attachment 1</u>

- Schedule 1.A “General Terms and Conditions”
- Schedule 1.B “Program Specific Information and Additional Provisions”
- Schedule 1.C “Program Description”
- Schedule 1.D “Budget”
- Schedule 1.E “Payment”
- Schedule 1.F “Reports”

SCHEDULE 1.A
GENERAL TERMS AND CONDITION

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Definitions. In this Attachment, the following terms will have the following meanings:

"CWELCC Agreement" means the Canada-Wide Early Learning and Child Care agreement entered into by the Province of Ontario and the Government of Canada.

"CWELCC System" means the Canada-Wide Early Learning and Child Care for early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.

"Consolidated Municipal Service Manager" or "CMSM" means a Consolidated Municipal Service Manager designated as a Service System Manager as defined in the Child Care and Early Years Act, 2014.

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the date this Agreement is entered into and ending on the following December 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

"Funds" means the money the City provides to the Operator pursuant to the Agreement.

"Licensee" means the licensed home child care operator or child care centre.

"City of London Administrative Procedures for the CWELCC" means the locally developed administrative procedure prepared by the City acting as Consolidated Municipal Service Manager (CMSM) to demonstrate a process the CMSM will undertake to support the implementation of the CWELCC locally.

"Maximum Funds" means the maximum amount the City will provide the Operator under the Agreement as set out in Schedule "1.B".

"Ministry Addendum" means the Ministry of Education Addendum to Ontario Child Care and EarlyON Child and Family Centres Service System Management and Funding Guideline (2022).

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Program" means the undertaking described in Schedule "1.C".

"Reports" means the reports described in Schedule "1.F".

A2.0 FUNDS AND CARRYING OUT THE PROGRAM

A2.1 Funds Provided

The City will:

(a) provide the Operator up to the Maximum Funds for the purpose of carrying out the Program;

(b) provide the Funds to the Operator in accordance with the payment plan attached to the Agreement as Schedule “1.E”; and,

(c) deposit the Funds into an account designated by the Operator provided that the account:

(i) resides at a Canadian financial institution; and,

(ii) is in the name of the Operator.

A2.2 Limitation on Payment of Funds

Despite section A2.1:

(a) the City is not obligated to provide any Funds to the Operator until the Operator provides the certificates of insurance or other proof as the City may request;

(b) the City is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;

(c) the City may adjust the amount of Funds it provides to the Operator in any Funding Year based upon the City’s assessments, of the information the Operator provides to the City; and,

(d) if the City does not receive the necessary funding from the Province of Ontario, the City is not obligated to make any such payment, and, as a consequence, the City may:

(i) Reduce the amount of Funds and, in consultation with the Operator, change the Program; or,

(ii) Terminate the Agreement.

A2.3 Use of Funds and Carry Out the Program

The Operator will do all of the following:

(a) Carry out the Program in accordance with the Agreement and in accordance with the City of London Administrative Procedures for the CWELCC;

(b) use the Funds only for the purpose of carrying out the Program;

(c) spend the Funds only in accordance with the Budget and the Addendum to: Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines (2022);

(d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, ministry, agency or organization of the Government of Ontario, and

(e) In the case where ethe Operator exceeds its maximum profit (as determined under the City of London Administrative procedures for the CWELCC) the operator will be required to return any excess funds above this maximum amount to the City of London.

A2.4 Interest Bearing Account

If the City provides Funds before the Operator’s immediate need for the Funds, the Operator will place the Funds in an interest bearing account in the name of the Operator at a Canadian financial institution.

A2.5 Interest

If the Operator earns any interest on the Funds, the City may:

(a) deduct an amount equal to the interest from any further instalments of Funds; or,

(b) demand from the Operator the payment of an amount equal to the interest.

A2.6 Rebates, Credits and Refunds

The Operator will calculate Funds based on the actual costs to the Operator to carry out the Program, less any costs (including taxes) for which the Operator has received, will receive, or is eligible to receive, a rebate, credit or refund.

A2.7 Schedules

In each Funding Year subsequent to the first Funding Year, new Schedules 1.B, 1.C, 1.D, 1.E, and 1.F (the "**Schedules**") to the Agreement shall be established according to the following process:

(a) the City shall provide the Operator with draft Annual Schedules intended to replace Schedules 1.B, 1.C, 1.D, 1.E and 1.F to the Agreement; and,

(b) upon receipt by the City of approval of the draft Annual Schedules by the Operator, the draft Annual Schedules shall be deemed to be Schedules 1.B, 1.C, 1.D, 1.E and 1.F in relation to the Funding Year to which they apply.

A2.8 When Annual Schedules Not Ready Prior to Beginning of Funding Years

In the event the Annual Schedules are not finalized prior to the beginning of the new Funding Year:

(a) the City may continue to provide Funds to the Operator in accordance with the Payment Plan set out in Schedule 1.E for the previous Funding Year;

(b) if the City decides to continue to provide Funds, Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A2.8(a);

(c) if the City decides to provide Funds, the Operator shall continue to carry out the Program described in Schedule 1.C, use the Funds in accordance with the Budget set out in Schedule 1.D and provide Reports in accordance with Schedule 1.F applicable to the previous Funding Year;

until such time as the Annual Schedules are finalized or this Agreement is terminated.

A3.0 OPERATOR'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 Acquisition

If the Operator acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and,

(b) comply with the *Broader Public Sector Accountability Act, 2010*, including any procurement directive issued thereunder, to the extent applicable.

A3.2 Disposal

The Operator will not, without the City's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for

which Funds were provided, the cost of which exceeded the amount as provided for in Schedule 1.B or Schedule 2.B at the time of purchase.

A4.0 REPORTING, ACCOUNTING AND REVIEW

A4.1 The Operator is required to complete and submit reporting to the City at various time intervals throughout their enrollment and participating in the CWELCC System. Specific reporting requirements, and associated timelines, are and will be set out in the City of London Administrative procedures for the CWELCC London Administrative Policy and Procedure and as may be amended from time to time.

A4.2 The Operator acknowledges that additional reporting requirements, beyond those set out in the City of London Administrative procedures for the CWELCC System may become requirements of their participating in the CWELCC System.

A4.3 Preparation and Submission

The Operator will:

(a) submit to the City all Reports in accordance with the timelines and content requirements as provided for in Schedule 1.F, or in a form as specified by the City from time to time;

(b) submit to the City any other reports as may be requested by the City in accordance with the timelines and content requirements specified by the City;

(c) ensure that all Reports and other reports are completed to the satisfaction of the City; and,

(d) ensure that all Reports and other reports are signed on behalf of the Operator by an authorized signing officer.

A4.4 Record Maintenance

The Operator will keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and,

(b) all non-financial documents and records relating to the Funds or otherwise to the Program.

A4.5 Inspection

The City, its authorized representative, or an independent auditor identified by the City may, at the City's expense, upon twenty-four hours' Notice to the Operator and during normal business hours, enter upon the Operator's premises to review the progress of the Program and the Operator's allocation and expenditure of the Funds and, for these purposes, the City, its authorized representatives or an independent auditor identified by the City may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A 4.4;

(b) remove any copies made pursuant to section A4.5(a) from the Operator's premises; and,

(c) conduct an audit or investigation of the Operator in respect of the expenditure of the Funds, the Program, or both.

A4.6 Disclosure

To assist in respect of the rights set out in section A 4.5, the Operator will disclose any information requested by the City, any authorized representatives, or any independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case maybe.

A4.7 No Control of Records

No provision of the Agreement will be construed so as to give the City any control whatsoever over the Operator's records.

A4.8 Auditor General

For greater certainty, the City's rights under Article A4.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A5.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A5.1 No Assignment

The Operator will not, without the prior written consent of the City, assign any of its rights or obligations under this agreement.

A5.2 Agreement Binding

All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A6.0 FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

A6.1 General.

The Operator represents, warrants and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Program;

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Program, the Funds, or both;

(d) unless otherwise provided for in the Agreement, any information the Operator provided to the City in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Operator provided it and will continue to be true and complete;

(e) it will not spend Funding on ineligible expenditures;

(f) it will not spend Funding on expenditures unrelated to the objectives of CWELCC;

(g) it will not make expenditures that are not at fair market value;

(h) it will not make transactions with a related party;

(i) it will meet deadlines relating to the City's request for information, documentation, and reporting;

(j) it will comply with the requirements under the CWELCC System, applicable guidelines or any other specific deadlines indicated by the City of London;

(k) it will not use CWELCC System funds not in accordance with the requirements and any applicable guidelines provided by the City;

(l) it will complete its annual Licensed Child Care Operations Survey, as per O.Reg.137/15 (77);

(m) it will not close for more than 2 consecutive weeks and shall not close for more than 4 weeks within a calendar year while the Operator is receiving full funding from the CWELCC System.

A6.2 Execution of Agreement.

The Operator represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A6.3 Governance. The Operator represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Operator's organization;

(b) procedures to enable the Operator's ongoing effective functioning;

(c) decision-making mechanisms for the Operator;

(d) procedures to enable the Operator to manage Funds prudently and effectively;

(e) procedures to enable the Operator to complete the Program successfully;

(f) procedures to enable the Operator to identify risks to the completion of the Program and strategies to address the identified risks, all in a timely manner;

(g) procedures to enable the preparation and submission of all Reports required pursuant to this Agreement;

(h) procedures to enable the Operator to address such other matters as the Operator considers necessary to enable the Operator to carry out is obligations under this Agreement.

A6.4 Supporting Proof. Upon request by the City, the Purchaser will provide the City with proof of the matters referred to in Article A6.0

SCHEDULE 1.B
PROGRAM SPECIFIC INFORMATION AND ADDITION PROVISIONS

Maximum Funds	$
Term of Agreement	<Insert date range of agreement>
Child Care Operator Name and Location(s)	
Contact information for the purposes of Notice to the City	The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9
Attention:	City Clerk
Fax:	(519)
Email:	
Contact information for the purposes of Notice to the Operator	[insert address of Operator]
Attention:	
Fax:	
Email:	

Additional Provisions:
The Operator will operate in accordance with the policies, guidelines and requirements of the City, as communicated to it.

SCHEDULE 1.C
PROGRAM DESCRIPTION

Making child care more affordable for families is a key part of the implementation of the CWELCC System. Fee reduction funding is focused on reducing parent fees for families with eligible children in licensed child care.

Fee reduction funding is to be used to support parents, families and communities by reducing base fees for eligible children in licensed child care.

The Child Care and Early Year Act, 2014 (CCEYA) sets out the rules regarding what participating Licensees will be permitted to charge parents as part of their base fee (as defined by the CCEYA).

To ensure the stability and sustainability of the child care system while working towards Ontario's goals for affordability, access, inclusion and quality, fee reductions will be implemented using a phased approach over the course of the CWELCC System.

A graduated approach to fee reductions will begin in Spring 2022 as follows:

- A fee reduction of up to 25% (to a minimum of $12 per day) for eligible children retroactive to April 1, 2022.
- A 50% fee reduction on average for eligible children by the end of calendar year 2022.
- $10 per day average child care fees for eligible children by the end of fiscal year 2025-2026.

a) Licensees' base fees must be determined in accordance with the requirements set out in O. Reg. 137/15 under the CCEYA.

b) Licensees must reduce base fees for eligible children only. The term 'eligible children' is defined in O. Reg. 137/15

c) Licensees are required to provide a refund to parents where a base fee higher than the reduced base fee is charged for an eligible child, retroactive to the Licensee's CWELCC System enrolment date and for any period after the CWELCC enrolment date where excess base fees has been prepaid for.

d) Licensed home child care operators participating in the CWELCC System must ensure that home child care providers charge parents of eligible children a base fee determined in accordance with O. Reg. 137/15, which applies to children who are agency placed and those children that are privately placed in the provider's care.

e) 31 days after a Licensee is notified by the City of London of their enrolment date, the Licensee cannot charge a base fee that is higher than the applicable base fee for an eligible child.

f) 60 days after a Licensee is notified by the City of London of their enrolment date, the Licensee is required to provide refunds to parents for any fees paid that were higher than the reduced base fees paid, for any higher base fees that were prepaid for a period after the enrolment date, and any refunds related to reductions in parental contributions families in receipt of fee subsidy for the applicable period.

g) The City has the right to determine an initial base fee, in the case where the capped fee does not include all of the components required to be included in a base fee under O. Reg. 137/15, or to exclude components that should not be part of a base fee at the discretion of the City of London

h) Licensees must ensure that components that should be captured by the definition of non-base fees under O. Reg. 137/15 should not be included as a component of base fees.

i) Licensees are required to maintain the reduced base fees until they are either required to reduce them again, or if they are no longer participating in the CWELCC System.

j) In the case where a Licensee transfers shares of the corporation the licensee continues to be bound by the requirements in O. Reg. 137/15 relating to base fees and non-base fees. In the case where a Licensee sells all of its assets and ceases to be licensed, the purchasing corporation must apply for a license under the CCEYA and may submit an application to enroll in the CWELCC System, in which case the base fee and non-base fee rules in O. Reg. 137/15 apply to the applicant;

k) The City of London has the right to verify the timeliness and accuracy of refunds and fee reductions made by Licensees.

*Note that reference to “Licensee” is a reference to the “Operator” in this Schedule.

SCHEDULE 1.D
BUDGET

Total Fee Rebate for the period of April 1 - XXXX	$ _____
Total Fee Reduction for the period of XXXX - December 31	$ _____
Total Administrative Costs Associated with the implementation of the CWELCC	$ _____
Total Fee Reduction Allocation	$ _____

SCHEDULE 1.E
PAYMENT

Fee reduction funding will be paid monthly as a notional allocation based on information submitted by the Operator for the Fee Rebate process. These payments will be reconciled at the end of the year based on actuals.

Retroactive Fee Rebate will be a paid as a one-time payment to the Operator following the City of London's Notification of Eligibility.

The Operator must make the Fee Rebate payments to parents of eligible children no later than 60 days following the City of London's Notification of eligibility for CWELCC system participation.

SCHEDULE 1.F
REPORTS

The Operators must track and report on the following data points and submit to the City as per the following cycle:

Expenditures to support Fee Reduction	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Expenditures to support parent refunds	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of children served through Fee Reductions	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Average monthly number of children served through Fee Reductions • By age group	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of licensed child care spaces supported with Fee Reductions • By age group	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of child care centers and home providers supported with Fee Reduction funding	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of children in receipt of required fee refunds	Bi-annually *broken down monthly	July (for January-June) January (for July-December)

The Operator must provide the above data points and submit this report to the City as per the following cycle:

Submission Type	Due Date
Bi-annual and Annual Funding and Tracking Workbook for Operators	January 15, 2023

1.0 POLICY FOR LATE FILING

1.1 Where an Operator files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the City receives the submission from the Operator:

(a) If the City does not receive the submission from the Operator within 30 days after the filing deadline, the City will inform the Operator that the submission is overdue.

(b) If the City does not receive the submission from the Operator after 31 days, the City will reduce cash flow to the Operator by 50 percent of the Operator's monthly payment. The City will attempt to communicate with the Operator regarding any late submissions.

1.2 If the City receives the Operator's required submissions, the City will revert back to the normal Monthly payment process and will include in the monthly payment the total amount that the Operator is entitled to up to that point.

1.3 Should an Operator have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.

ATTACHMENT 2
WORKFORCE COMPENSATION FUNDING

I, the below-signed Operator, acknowledge and agree with the terms set forth in this Attachment.

Operator: [Insert Legal Name of Operator]

Signature: _____
*I have the authority to bind the Corporation

Print Name: _____

Print Title: _____

E-mail: _____

Phone: _____

Date: _____

Schedules to Attachment 2

- Schedule 2.A “General Terms and Conditions”
- Schedule 2.B “Program Specific Information and Additional Provisions”
- Schedule 2.C “Program Description”
- Schedule 2.D “Budget”
- Schedule 2.E “Payment”
- Schedule 2.F “Reports”

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Definitions. In this Attachment, the following terms will have the following meanings:

"CWELCC Agreement" means the Canada-Wide Early Learning and Child Care agreement entered into by the Province of Ontario and the Government of Canada.

"CWELCC System" means the Canada-Wide Early Learning and Child Care for early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.

"Consolidated Municipal Service Manager" or "CMSM" means a Consolidated Municipal Service Manager designated as a Service System Manager as defined in the Child Care and Early Years Act, 2014.

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the date this Agreement is entered into and ending on the following December 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

"Funds" means the money the City provides to the Operator pursuant to the Agreement.

"Licensee" means the licensed home child care operator or child care centre.

"City of London Administrative procedures for the CWELCC" means the locally developed administrative procedure prepared by the City acting as Consolidated Municipal Service Manager (CMSM) to demonstrate a process the CMSM will undertake to support the implementation of the CWELCC locally.

"Maximum Funds" means the maximum amount the City will provide the Operator under the Agreement as set out in Schedule "1.B".

"Ministry Addendum" means the Ministry of Education Addendum to Ontario Child Care and EarlyON Child and Family Centres Service System Management and Funding Guideline (2022).

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Program" means the undertaking described in Schedule "1.C".

"Reports" means the reports described in Schedule "1.F".

A2.0 FUNDS AND CARRYING OUT THE PROGRAM

A2.1 Funds Provided

The City will:

(a) provide the Operator up to the Maximum Funds for the purpose of carrying out the Program;

(b) provide the Funds to the Operator in accordance with the payment plan attached to the Agreement as Schedule “2.E”; and,

(c) deposit the Funds into an account designated by the Operator provided that the account:

(i) resides at a Canadian financial institution; and,

(ii) is in the name of the Operator.

A2.2 Limitation on Payment of Funds

Despite section A2.1:

(a) the City is not obligated to provide any Funds to the Operator until the Operator provides the certificates of insurance or other proof as the City may request;

(b) the City is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;

(c) the City may adjust the amount of Funds it provides to the Operator in any Funding Year based upon the City’s assessments, of the information the Operator provides to the City; and,

(d) if the City does not receive the necessary funding from the Province of Ontario, the City is not obligated to make any such payment, and, as a consequence, the City may:

(i) Reduce the amount of Funds and, in consultation with the Operator, change the Program; or,

(ii) Terminate the Agreement.

A2.3 Use of Funds and Carry Out the Program

The Operator will do all of the following:

(a) carry out the Program in accordance with the Agreement and in accordance with the City of London Administrative procedures for the CWELCC;

(b) use the Funds only for the purpose of carrying out the Program;

(c) spend the Funds only in accordance with the Budget and the Addendum to: Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines (2022);

(d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, ministry, agency or organization of the Government of Ontario; and

(e) in the case where the Operator exceeds its maximum profit (as determined under the City of London’s Administrative procedures for the CWELCC) the Operator will be required to return any excess Funds above this maximum amount to the City of London.

A2.4 Interest Bearing Account

If the City provides Funds before the Operator's immediate need for the Funds, the Operator will place the Funds in an interest bearing account in the name of the Operator at a Canadian financial institution.

A2.5 Interest

If the Operator earns any interest on the Funds, the City may:

(a) deduct an amount equal to the interest from any further instalments of Funds; or,

(b) demand from the Operator the payment of an amount equal to the interest.

A2.6 Rebates, Credits and Refunds

The Operator will calculate Funds based on the actual costs to the Operator to carry out the Program, less any costs (including taxes) for which the Operator has received, will receive, or is eligible to receive, a rebate, credit or refund.

A2.7 Schedules

In each Funding Year subsequent to the first Funding Year, new Schedules 2.B, 2.C, 2.D, 2.E, and 2.F (the "**Schedules**") to the Agreement shall be established according to the following process:

(a) the City shall provide the Operator with draft Annual Schedules intended to replace Schedules 2.B, 2.C, 2.D, 2.E and 2.F to the Agreement; and,

(b) upon receipt by the City of approval of the draft Annual Schedules by the Operator, the draft Annual Schedules shall be deemed to be Schedules 2.B, 2.C, 2.D, 2.E and 2.F in relation to the Funding Year to which they apply.

A2.8 When Annual Schedules Not Ready Prior to Beginning of Funding Years

In the event the Annual Schedules are not finalized prior to the beginning of the new Funding Year:

(a) the City may continue to provide Funds to the Operator in accordance with the Payment Plan set out in Schedule 2.E for the previous Funding Year;

(b) if the City decides to continue to provide Funds, Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A2.8(a);

(c) if the City decides to provide Funds, the Operator shall continue to carry out the Program described in Schedule 2.C, use the Funds in accordance with the Budget set out in Schedule 2.D and provide Reports in accordance with Schedule 2.F applicable to the previous Funding Year;

until such time as the Annual Schedules are finalized or this Agreement is terminated.

A3.0 OPERATOR'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 Acquisition

If the Operator acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and,

(b) comply with the *Broader Public Sector Accountability Act, 2010*, including any procurement directive issued thereunder, to the extent applicable.

A3.2 Disposal

The Operator will not, without the City's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule 1.B or Schedule 2.B at the time of purchase.

A4.0 REPORTING, ACCOUNTING AND REVIEW

A4.1 The Operator is required to complete and submit reporting to the City at various time intervals throughout their enrollment and participating in the CWELCC System. Specific reporting requirements, and associated timelines, are and will be set out in the City of London Administrative procedures for the CWELCC and as may be amended from time to time.

A4.2 The Operator acknowledges that additional reporting requirements, beyond those set out in the City of London Administrative procedures for the CWELCC may become requirements of their participating in the CWELCC System.

A4.3 Preparation and Submission

The Operator will:

(a) submit to the City all Reports in accordance with the timelines and content requirements as provided for in Schedule 2.F, or in a form as specified by the City from time to time;

(b) submit to the City any other reports as may be requested by the City in accordance with the timelines and content requirements specified by the City;

(c) ensure that all Reports and other reports are completed to the satisfaction of the City; and,

(d) ensure that all Reports and other reports are signed on behalf of the Operator by an authorized signing officer.

A4.4 Record Maintenance

The Operator will keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and,

(b) all non-financial documents and records relating to the Funds or otherwise to the Program.

A4.5 Inspection

The City, its authorized representative, or an independent auditor identified by the City may, at the City's expense, upon twenty-four hours' Notice to the Operator and during normal business hours, enter upon the Operator's premises to review the progress of the Program and the Operator's allocation and expenditure of the Funds and, for these purposes, the City, its authorized representatives or an independent auditor identified by the City may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A4.4;

(b) remove any copies made pursuant to section A4.5(a) from the Operator's premises; and,

(c) conduct an audit or investigation of the Operator in respect of the expenditure of the Funds, the Program, or both.

A4.6 Disclosure

To assist in respect of the rights set out in section A 4.5, the Operator will disclose any information requested by the City, any authorized representatives, or any independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case maybe.

A4.7 No Control of Records

No provision of the Agreement will be construed so as to give the City any control whatsoever over the Operator's records.

A4.8 Auditor General

For greater certainty, the City's rights under Article A4.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A5.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A5.1 No Assignment

The Operator will not, without the prior written consent of the City, assign any of its rights or obligations under this agreement.

A5.2 Agreement Binding

All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A6.0 FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

A6.1 General. The Operator represents, warrants and covenants that:

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Program;

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Program, the Funds, or both;

(d) unless otherwise provided for in the Agreement, any information the Operator provided to the City in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Operator provided it and will continue to be true and complete;

(e) it will not spend Funding on ineligible expenditures;

(f) it will not spend Funding on expenditures unrelated to the objectives of CWELCC;

(g) it will not make expenditures that are not at fair market value;

(h) it will not make transactions with a related party;

(i) it will meet deadlines relating to the City's request for information, documentation, and reporting;

(j) it will comply with the requirements under the CWELCC System, applicable guidelines or any other specific deadlines indicated by the City of London;

(k) it will not use CWELCC System funds not in accordance with the requirements and any applicable guidelines provided by the City;

(l) it will complete its annual Licensed Child Care Operations Survey, as per O.Reg.137/15 (77);

(m) it will not close for more than 2 consecutive weeks and shall not close for more than 4 weeks within a calendar year while the Operator is receiving full funding from the CWELCC System.

A6.2 Execution of Agreement. The Operator represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A6.3 Governance. The Operator represents, warrants, and covenants that it has, will maintain in writing, and will follow:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Operator's organization;

(b) procedures to enable the Operator's ongoing effective functioning;

(c) decision-making mechanisms for the Operator;

(d) procedures to enable the Operator to manage Funds prudently and effectively;

(e) procedures to enable the Operator to complete the Program successfully;

(f) procedures to enable the Operator to identify risks to the completion of the Program and strategies to address the identified risks, all in a timely manner;

(g) procedures to enable the preparation and submission of all Reports required pursuant to this Agreement;

(h) procedures to enable the Operator to address such other matters as the Operator considers necessary to enable the Operator to carry out is obligations under this Agreement.

A6.4 Supporting Proof. Upon request by the City, the Purchaser will provide the City with proof of the matters referred to in Article A6.0

SCHEDULE 2.B
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	$
Term of Agreement	[Insert date range of agreement]
Child Care Operator Name and Location(s)	
Contact information for the purposes of Notice to the City	The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9
Attention:	City Clerk
Fax:	(519)
Email:	
Contact information for the purposes of Notice to the Operator	[insert address of Operator]
Attention:	
Fax:	
Email:	

Additional Provisions:

The Operator will operate in accordance with the policies, guidelines and requirements of the City, as communicated to it.

SCHEDULE 2.C
PROGRAM DESCRIPTION

The commitment, knowledge and experience of Ontario's diverse range of child care and early years professionals is a key factor in the implementation of the CWELCC System.

Workforce Compensation funding is focussed on supporting Registered Early Childhood Educator (RECE) staff that are low wage earners. Increased compensation for low wage earners will help support the recruitment and retention of RECEs working in the child care sector as part of the provincial strategy to achieve system growth and ensure increased access to high quality licensed child care in Ontario.

Ontario will support the recruitment and retention of Ontario's child care workforce by providing improved compensation for low wage earners through the implementation of a wage floor and an annual increase for eligible RECE staff. In addition, workforce compensation funding will be provided to Licensees to offset wage increases for non-RECE staff associated with the increased minimum wage that came into effect January 1, 2022.

Wage floor and Annual Wage Increase

(a) Licensees are required to bring the wage of all eligible RECE staff up to the wage floor plus benefits as identified in the ministry's Guideline Addendum.

(b) Licensees are required to increase the hourly wage plus benefits of all eligible RECE staff annually as described in the ministry's Guideline Addendum.

(c) Workforce compensation funding is provided to eligible RECE staff employed by a Licensee that is participating in the CWELCC System regardless of the age of the children they are supporting (e.g., not limited to staff supporting children under the age of 6).

(d) Licensees subject to the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (PSPSFGA) are required to meet any applicable obligations under the PSPSFGA.

(e) Licensees that are subject to the terms of a collective agreement should seek independent legal advice on implementing the wage floor and annual wage increase.

(f) Licensees will be required to apply for the Wage Enhancement Grant to be eligible to receive workforce compensation funding.

(g) Licensees participating in the CWELCC System prior to December 31, 2022, must issue retroactive payments to eligible RECE staff for any period after the Licensee is notified by the CMSM/DSAAB that they are enrolled in the CWELCC System during which Licensees paid eligible RECE staff wages lower than the wage floor.

(h) Licensees participating in the CWELCC System after December 31, 2022, will not receive funding to issue retroactive payments to eligible RECE staff for wage compensation funding and will only be expected to implement the wage floor and annual wage increase on a go forward basis.

(i) Licensees will be permitted to continue to pay eligible RECE staff below the wage floor for thirty-one calendar days after the City of London notifies them that they are enrolled in the CWELCC System. After 31 days, the Licensee would be required to pay eligible RECE staff at least the wage floor. Licensees would then be given one additional month (for a total of 60 days from the day they were notified by the City of London) to provide eligible RECE staff with a retroactive payment for any wages that were below the wage floor, retroactive to the date their enrolment in the CWELCC System was confirmed by the City of London.

(j) Licensees are not permitted to use workforce compensation funding to provide compensation to eligible RECE staff over and above what is mandated based on the requirements set out in the Guideline Addendum without approval from the ministry.

(k) Workforce compensation funding must be considered in addition to and not reduce other planned compensation increases for eligible staff. For example, the wage floor and annual wage increase cannot be used to reduce planned merit increases for eligible staff.

(l) Licensees must include workforce compensation payments in each pay cheque or payment made to eligible RECE staff.

(m) Upon receiving confirmation of enrolment in the CWELCC System from their City of London, and as new eligible RECE staff are hired, Licensees are required to share in writing, information about the wage floor and annual wage increase with eligible RECE staff.

(n) Licensees must report on data for meeting wage floor and annual wage increase requirements as determined by the City of London and the reporting parameters set out in the ministry's Addendum to the Funding Guideline.

Minimum Wage Offset

(a) Licensees must provide eligible non-RECE staff that were earning less than $15 per hour (not including wage enhancement) on March 31, 2021, or were hired after March 31, 2021, and before January 1, 2022, and had wages below $15 per hour (not including wage enhancement), Minimum Wage Offset funding

(b) Licensees must report on data for meeting minimum wage offset requirements as determined by the City of London and outlined in the City of London Administrative procedures for the CWELCC reporting parameters set out in the ministry's Addendum to the Funding Guideline.

Mandatory Benefits

a) Licensees will include a minimum of 17.5 % statutory benefits for any rebate or increase associated with CWELCC funding

b) Licensees must report on data requirements determined by the City of London and outlined in the reporting parameters set out in the ministry's' Addendum to the Funding Guidelines

*Note that reference to "Licensee" is a reference to the "Operator" in this Schedule.

Total minimum wage offset rebate plus benefits for the period of April 1, 2022 – XXXX	$ _____
Total minimum wage offset plus benefits for the period of XXXX – December 31, 2022	$ _____
Total wage floor rebate plus benefits for the period of April 1, 2022 – XXXX	$ _____
Total Wage Floor Increase plus Benefits for the period of XXXX – December 31, 2022	$ _____
Total 2022 Workforce Compensation Allocation	$ _____

SCHEDULE 2.E
PAYMENT

Retroactive Wage Floor increases will be a one-time payment to the Operator upon determination of eligibility for CWELCC system that is from the date of enrollment to the 1st of the month for the applicable period. The Operator must make these payments to eligible RECE staff no later than 60 days following the City of London's Notification of eligibility.

Wage floor increase payments for the remaining months of 2022 following notification will be paid as a notional allocation and will be reconciled at year end.

Retroactive minimum Wage offset will be a one-time rebate payment to the Operator upon determination of eligibility for CWELCC system that is from the date of enrollment to the 1st of the month for the determination of eligibility date.

Following the rebate period, payments for minimum wage offset will be an annual payment until the end of the CWELCC agreement or as otherwise stated in the Addendum that is updated from time to time.

The City automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions

SCHEDULE 2.F
REPORTS

The Operator must track and provide the following data elements to the City as per the following cycle:

Number of RECE program staff, RECE supervisors and RECE home visitors supported with Wage Floor • By age group	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of RECE program staff, RECE supervisors and RECE home visitors supported with Annual Wage Increase • By age group	Bi-annually *broken down monthly Note: Begins in 2023	July (for January-June) January (for July-December)
Total expenditure on Wage Floor paid out to RECE program staff, RECE supervisors and RECE home visitors • By role category • By age group served	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Total expenditure on Annual Wage Increase paid out to RECE program staff, RECE supervisors and RECE home visitors • By role category • By age group served	Bi-annually *broken down monthly Note: Begins in 2023	July (for January-June) January (for July-December)
Total expenditure on benefits paid out to RECE program staff, RECE supervisors and RECE home visitors • By role category • By age group served	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of child care centers or sites support with Wage Floor and/or Wage Increase • By age group	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
• Number of non-RECE program staff, total number of non-RECE supervisors and total number of non-RECE home child care visitors supported by the minimum wage offset • By role category • By staff serving eligible and non eligible children	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
• Total expenditure on the minimum wage offset paid out to Licensees for non-RECE program staff, non-RECE supervisors, and non-RECE home child care visitors • By role category • By staff serving eligible and non eligible children	Bi-annually *broken down monthly	July (for January-June) January (for July-December)

• Benefits paid out to Licensees for non-RECE program staff, non-RECE supervisors, and non-RECE home child care visitors • By role category • By staff serving eligible and non eligible children	Bi-annually *broken down monthly	July (for January-June) January (for July-December)

The Operator must provide the above data points and submit this report to the City as per the following cycle:

Submission Type	Due Date
Bi-annual and Annual Funding and Tracking Workbook for Operators	January 15, 2023

1.0 POLICY FOR LATE FILING

Where an Operator files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the City receives the submission from the Operator:

(a) If the City does not receive the submission from the Operator within 30 days after the filing deadline, the City will inform the Operator that the submission is overdue.

(b) If the City does not receive the submission from the Operator after 31 days, the City will reduce cash flow to the Operator by 50 percent of the Operator's monthly payment. The City will attempt to communicate with the Operator regarding any late submissions.

1.2 If the City receives the Operator's required submissions, the City will revert back to the normal Monthly payment process and will include in the monthly payment the total amount that the Operator is entitled to up to that point.

1.3 Should an Operator have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.

ATTACHMENT 3, etc.

(such other attachments related to funding as may be approved from time to time)

Bill No. 315
2022

By-law No. A.-_____-___

A bylaw to impose a Municipal Accommodation Tax and to repeal By-law No. A.-7753-259, as amended, entitled, “A bylaw to impose a Municipal Accommodation Tax”

WHEREAS section 400.1 of the *Municipal Act, 2001* provides that a municipality may pass a by-law imposing a transient accommodation tax;

WHEREAS Ontario Regulation 435/17 provides regulations in respect of the imposition of a transient accommodation tax;

WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS at its meeting of May 8, 2018, Council approved the establishment of the transient accommodation tax to be imposed on the purchase of accommodations of short duration within the City of London, which will generate revenue to be shared with designated non-profit entities to promote local tourism;

AND WHEREAS Council now approves the imposition of transient accommodation tax on the purchase of Short-term Accommodation;

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

1. DEFINITIONS

“Accommodation” means Hotel Accommodation and Short-Term Accommodation

“Ancillary Charges” means charges related to the purchase of Accommodation including, but not limited to the purchase of food, room service, mini bar products, internet, movie rentals, and phone charges.

“City” means The Corporation of the City of London.

“Council” means the Municipal Council of The Corporation of the City of London.

“Dwelling” means one or more habitable rooms designed, occupied or intended to be occupied as living quarters.

“Hotel Accommodation” means the purchase of accommodation in a hotel, motel, inn, resort, and hostel for a period of a minimum of 4 hours and a maximum of 29 consecutive days.

“Hotel Accommodation Provider” means a person who receives payment in consideration for Hotel Accommodation and includes agents, hosts or others who sell, offer for sale, or otherwise provides Hotel Accommodation. Where the Provider cannot easily be determined, the owner of a property providing Hotel Accommodation is deemed to be the Hotel Accommodation Provider.

“Municipal Accommodation Tax” or “MAT” means the tax imposed under this by-law.

“Person” includes a corporation.

“Purchaser” means the person who makes payment in consideration for Accommodation.

“Provider” includes a Hotel Accommodation Provider and a Short-term Accommodation Provider.

“Short-term Accommodation” means a temporary accommodation in all or part of a Dwelling that is provided for 29 consecutive days or less in exchange for payment, and includes a bed and breakfast, but does not include a hotel, motel, inn, resort, hostel, lodging house, or rooming house.

“Short-term Accommodation Broker” means any individual, partnership, or corporation that, for compensation, markets and brokers the booking, reservation or rental, of a Short-term Accommodation on behalf of a Short-term Accommodation Provider by a means of a website or digital application.

“Short-term Accommodation Provider” means a person who receives payment in consideration for Short-term Accommodation and includes agents, hosts or others who sell, offer for sale or otherwise provide Short-term Accommodation, but does not include a short-term Accommodation Broker. For the purposes of this definition, this does not include a corporation or partnership. Where the Provider cannot easily be determined, the owner of a property providing Short-term Accommodation is deemed to the Short-term Accommodation Provider.

2. APPLICATION

2.1 A Purchaser of Accommodation shall pay, at the time of purchase, a Municipal Accommodation Tax in the amount of four (4) percent of the purchase price of the Accommodation provided for a continuous period of less than 30 nights.

2.2 The Municipal Accommodation Tax will not apply to Ancillary Charges that are itemized separately on the Purchaser’s receipt.

2.3 Where the Provider fails to separately itemize Ancillary Charges, the Municipal Accommodation Tax will apply to the total amount of the purchase price.

3. EXEMPTIONS

3.1 The Municipal Accommodation Tax imposed under this by-law does not apply to:

a) The Crown, every agency of the Crown in right of Ontario and every authority, board, commission, corporation, office or organization of persons a majority of whose directors, members or officers are appointed or chosen by or under the authority of the Lieutenant Governor in Council or a member of the Executive Council;

b) Every board as defined in subsection 1(1) of the *Education Act*;

c) Every university in Ontario and every college of applied arts and technology and post-secondary institution in Ontario whether or not affiliated with a university.

d) Every hospital referred to in the list of hospitals and their grades and classifications maintained by the Minister of Health and Long-Term Care under the *Public Hospitals Act* and every private hospital operated under the authority of a licence issued under the *Private Hospitals Act*;

e) Every long-term care home as defined in subsection 2(1) of the *Long-Term Care Homes Act, 2007*;

f) Every treatment centre that receives provincial aid under the *Ministry of Community and Social Services Act*;

g) Every house of refuge, or lodging for the reformation of offenders;

h) Every charitable, non-profit philanthropic corporation organized as shelters for the relief of the poor or for emergency;

i) Every hotel or motel room used by the City or its contracted service providers for shelter accommodation purposes;

j) Every tent or trailer sites supplied by a campground, tourist camp, or trailer park;

k) Every accommodation supplied by employers to their employees in premises operated by the employer; and,

l) Every hospitality room in an establishment that does not contain a bed and is used for displaying merchandise, holding meetings, holding hearings, or entertaining.

4. TAX COLLECTED BY PROVIDERS OF HOTEL ACCOMMODATION

4.1 Hotel Accommodation Providers shall list the Municipal Accommodation Tax as a separate item on the Purchaser's receipt or invoice and identify such tax as "Municipal Accommodation Tax".

4.2 Hotel Accommodation Providers shall collect the Municipal Accommodation Tax from the Purchaser at the time of purchase as agents of the municipality.

4.3 Hotel Accommodation Providers shall, on a monthly basis within 15 days of the end of each calendar month for the month prior, remit the Municipal Accommodation Tax to the tax collection agent designated by the City in a manner the City Treasurer deems acceptable

4.4 Hotel Accommodation Providers shall, on a monthly basis within 15 days of the end of each calendar month for the month prior, provide a monthly statement in the form required by the tax collection agent; these monthly statements shall include:

i. The number of rooms sold;
ii. The purchase prices of the rooms sold;
iii. The number of rooms that were exempt under the by-law and proof the Provider relied on; and
iv. The Municipal Accommodation Tax Collected.

4.5 Hotel Accommodation Providers shall provide any information as required by the City Treasurer for the purposes of enforcing this by-law.

5.0 TAX COLLECTED BY PROVIDERS OF SHORT-TERM ACCOMMODATION

5.1 Short-term Accommodation Providers shall list the Municipal Accommodation Tax as a separate item on the Purchaser's receipt or invoice and identify such tax as "Municipal Accommodation Tax". If the purchase of Short-term Accommodation is made through a Short-Term Accommodation Broker, the Short-Term Accommodation Broker shall list the Municipal Accommodation Tax as a separate item on the Purchaser's receipt or invoice and identify such as tax as "Municipal Accommodation Tax".

5.2 Short-term Accommodation Providers shall collect the Municipal Accommodation Tax from the Purchaser at the time of purchase as agents of the municipality. If the purchase of a Short-term Accommodation is made through a Short-Term Accommodation Broker, the Short-term Accommodation Broker shall collect the Municipal Accommodation Tax at the time of purchase as agents of the municipality and remit it to the Provider of Short-term Accommodation.

5.3 Short-term Accommodation Providers shall, on a quarterly basis within 15 days of the end of the previous quarter, remit the Municipal Accommodation Tax to the tax collection agent designated by the City in a manner the City Treasurer deems acceptable

5.4 Short-term Accommodation Providers shall, on a quarterly basis within 15 days of the end of the previous quarter, provide a quarterly statement in the form required by the tax collection agent; these quarterly statements shall include:

i. The number of rooms sold;
ii. The purchase prices of the rooms sold;
iii. The number of rooms that were exempt under the by-law and proof the Provider relied on; and
iv. The Municipal Accommodation Tax collected.

5.5 Short-Term Accommodation Providers shall provide any information as required by the City Treasurer for the purposes of enforcing this by-law.

6.0 REFUNDS

6.1 Where a Purchaser has paid an amount that is not payable, the City Treasurer or the City's agent, may upon receipt of satisfactory evidence, make a determination that the amount was wrongly paid, and if such a determination is made, the City or its agent shall refund or credit all or part of the amount, but no refund shall be made unless an application is made within twenty-four (24) months after the payment date.

6.2 Where a Provider remits a surplus in error, the City or its agent, may upon receipt of satisfactory evidence, make a determination that an amount was wrongly paid, and if such a determination is made, the City or its agent, shall refund all or part of the amount, but no refund shall be made unless an application for such a refund is made within twenty-four (24) months after the date of remittance.

6.3 Where a person has applied for a refund and the person's claim is in whole or in part refused, the City or its agent shall provide a statement of disallowance in such form as determined by the City or its agent, and the statement shall specify the amount of disallowance and the reasons for the disallowance.

7.0 TAX COLLECTION AGENT

7.1 The tax collection agent shall be the Ontario Restaurant Hotel & Motel Association ("ORHMA").

7.2 The City Manager, in consultation with the City Solicitor, may designate additional tax collection agents for the City and enter into agreements with designated tax collection agents.

7.3 The tax collection agent(s) shall collect and administer the Municipal Accommodation Tax as an agent for the City in accordance with the agreement between the City and the tax collector(s) and this by-law.

8.0 INTEREST, FEES AND LIENS

8.1 Penalties and interest at a monthly rate of interest applicable to overdue property taxes shall apply to any outstanding Municipal Accommodation Tax and shall be payable monthly by the Providers of Accommodation on the amount of any tax payable or remittable from the business day following the date on which the Municipal Accommodation Tax was payable, or its remittance was due up to and including the date on which such tax is paid or remitted in full.

8.2 The City Treasurer may refer the collection of any Municipal Accommodation Tax payable or required to be remitted to a bailiff or a collection agency.

8.3 Upon default of Municipal Accommodation Tax required to be paid or remitted under this bylaw, the City Treasurer may bring an action for the recovery of the amount in any court in which a debt or money demand or similar amount may be collected and every such action shall be brought and executed in the name of the City.

8.4 The City Treasurer may register a lien on any property in which Accommodation has been provided and for which tax remains owing.

8.5 A fee, as prescribed by the Fees & Charges By-law A-52, shall be charged in respect of all remittances made by cheque that are not honoured by the financial situation upon which it is drawn.

9.0 AUDIT AND INSPECTIONS

9.1 Every Provider shall keep, for no less than three (3) years, books of account, records, and documents sufficient to furnish the City or its designated tax collection agent(s) with the necessary particulars of:

i. sales of accommodation;
ii. amount of the Municipal Accommodation Tax collected; and
iii. the remittances made to the tax collection agent.

9.2 Every Short-term Accommodation Broker shall keep, for no less than (3) years, books of account, records and documents sufficient to furnish the City or its designated tax collection agent with the necessary particulars of:

i. sales of accommodation;
ii. amount of the Municipal Accommodation Tax collected.

9.3 The City Treasurer or designate or the City's designated tax collection agent may inspect and audit all books, documents, transactions, and accounts of Providers and Short-term Accommodation Brokers and require Providers or Short-term Accommodation Brokers to produce copies of any document or records required for the purpose of administering and enforcing this by-law.

9.4 Every Provider or Short-term Accommodation Broker shall furnish upon the demand of the City Treasurer or the City's designated tax collection agent for reasonable inspection, copies of any books, documents, transactions, accounts or records required for the purposes of the administration and enforcement of this by-law.

10.0 OFFENCES AND PENALTIES

10.1 Every person who contravenes any provision of this by-law is guilty of an offence.

10.2 Every director or officer of a corporation who knowingly concurs in the contravention of any provision of this by-law is guilty of an offence.

10.3 Every person convicted of an offence under this by-law is liable to a minimum fine of $500 and a maximum fine of $100,000 as provided for in subsection 429(3) of paragraph 1 of the *Municipal Act, 2001*.

10.4 Every person convicted of an offence under this by-law is liable, for each day the offence continues, to a minimum fine of $500 and a maximum fine of $100,000 as provided for in subsection 429(3) paragraph 2 of the *Municipal Act, 2001*. The total of all the daily fines for a continuing offence is not limited to $100,000.

10.5 The Superior Court of Justice or any court of competent jurisdiction may, in addition to any penalty imposed on a person convicted of an offence under this by-law issue an order:

a) Prohibiting the continuation or repetition of the offence by the person convicted;

or

b) Requiring the person convicted to correct the contravention in a manner prescribed by the court.

11.0 ADMINISTRATION

11.1 The administration of this by-law is delegated to the City Treasurer or their designate.

12.0 GENERAL

12.1 This by-law shall come into force and effect October 1, 2022.

PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 316
2022

By-law No. A.-_____-___

A by-law to authorize an Amending Agreement between The Corporation of the City of London and the Ontario Restaurant, Hotel & Motel Association and to authorize the Mayor and 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 section 400.5 of the *Municipal Act*, 2001 provides that a municipality may enter into agreements with another person or entity for the collection of taxes imposed under section 400.1 of the *Municipal Act,* 2001;

AND WHEREAS Council has approved the imposition of the Municipal Accommodation Tax on Short-term Accommodation;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Amending Agreement with the Ontario Restaurant, Hotel & Motel Association ("ORHMA") to provide for the collection of the Municipal Accommodation Tax from Short-term Accommodation Providers or Short-term Accommodation Brokers;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

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

1. The Amending Agreement between The Corporation of the City of London and the Ontario Restaurant, Hotel & Motel Association is hereby authorized and approved, subject to the City Treasurer's authority to approve amendments to the Amending Agreement.

2. The City Treasurer is authorized to approve any amendments to the agreement approved under section 1 of this bylaw.

3. The Mayor and Clerk are authorized to execute the agreement authorized and approved under section 1 of this bylaw.

4. The City Treasurer is authorized to approve any future amending agreements to the agreement between The Corporation of the City of London and the Ontario Restaurant, Hotel & Motel Association for the collection of municipal accommodation tax.

5. This bylaw shall come into force and effect on the day it is passed.

PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 317
2022

By-law No. C.P.-1512( )-

A by-law to amend The Official Plan for the City of London, 2016 relating to 18 Elm Street.

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

1. Amendment No. ____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.

2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990*, c.P.13.

PASSED in Open Council on August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

AMENDMENT NO.
to the

OFFICIAL PLAN FOR THE CITY OF LONDON (2016)

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To establish a specific policy area for the subject lands at 18 Elm Street on Schedule "A", Map 7 – Specific Policy Areas, to The Official Plan for the City of London.

2. To add a policy in The Neighbourhoods Place Type of The Official Plan for the City of London to allow for the use as proposed and requested.

B. LOCATION OF THIS AMENDMENT

3. This Amendment applies to lands located at 18 Elm Street in the City of London.

C. BASIS OF THE AMENDMENT

The proposed development demonstrates compatibility with its surrounding context and allows for uses that would otherwise be permitted within the Place Type.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

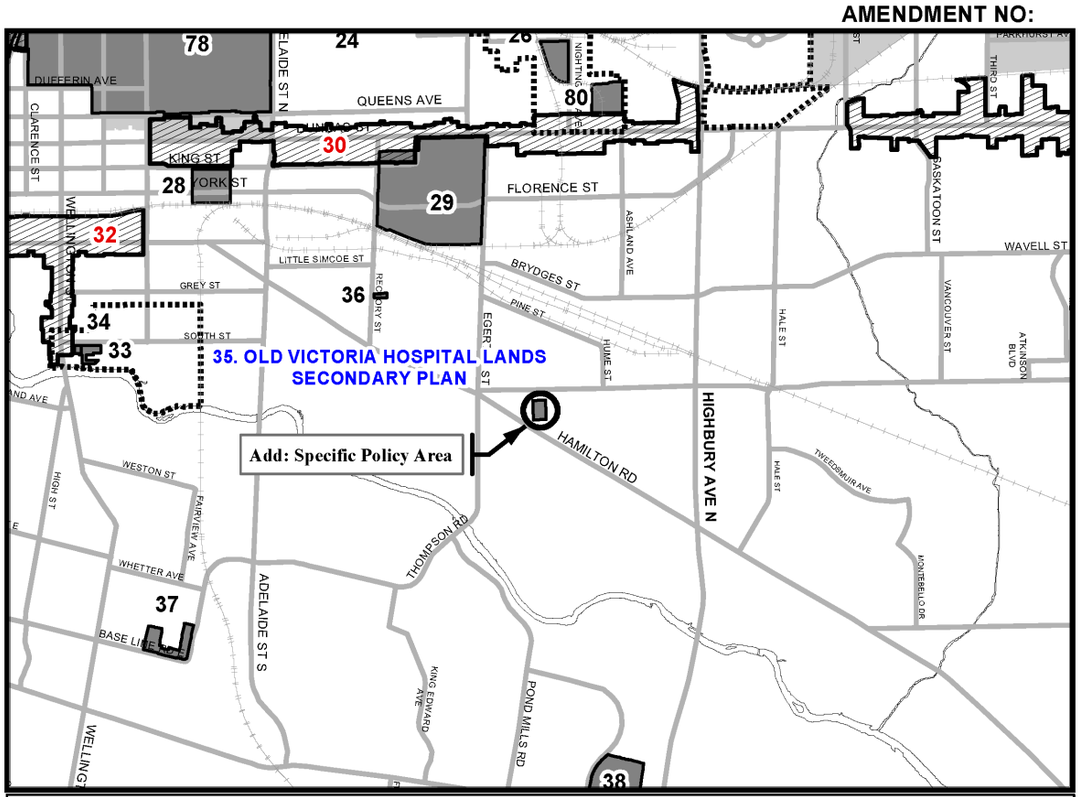
The Official Plan is hereby amended as follows:

1. Map 7 – Specific Policy Areas, of The Official Plan for the City of London Planning Area is amended by adding a specific policy area for those lands located at 18 Elm Street in the City of London, as indicated on "Schedule 1" attached hereto from.

2. The Neighbourhoods Place Type of The Official Plan for the City of London is amended by adding the following as a new policy in the appropriate alphabetical location, following policy 1059:

18 Elm Street
1058A_ In the Neighbourhoods Place Type at 18 Elm Street, a mixed-use apartment building with community uses at grade may be permitted. Subject to the provisions of an established bonus zone, the mixed-use apartment building permitted may be up to 4-storeys in height.

AMENDMENT NO:



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 1
TO
THE LONDON PLAN

AMENDMENT NO. _____

PREPARED BY: Planning Services

Scale 1:30,000

0 150 300 600 900 1,200 1,500
Meters

FILE NUMBER:	OZ-9496
PLANNER:	LM
TECHNICIAN:	RC
DATE:	6/17/2022

Document Path: E:\Planning\Projects\p_officialplan\workconsol00\amendments_LondonPlan\OZ-9496\OZ-9496_AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

Bill No. 318
2022

By-law No. C.P.-1512( )-

A by-law to amend the Official Plan for the City of London, 2016 relating to the Parking Standards Review.

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, 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 August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

AMENDMENT NO.
to the

OFFICIAL PLAN FOR THE CITY OF LONDON (2016)

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To amend the Official Plan policies that direct the provision of off-street parking so as to clarify that minimum parking standards shall not apply within the Downtown, Transit Village, Rapid Transit Corridor, and Main Street Place Types.

B. LOCATION OF THIS AMENDMENT

This policy Amendment applies to lands within the City of London.

C. BASIS OF THE AMENDMENT

The City has undertaken a parking standards review that has recommended that minimum parking standards be eliminated from the Downtown, Transit Village, Rapid Transit Corridor, and Main Street Place Types; and also recommends that parking standards be reduced in other Place Types across the City. This amendment will ensure that the policies of the Plan will direct that recommendation and ensure that the recommended zoning regulations conform with the Official Plan policies.

D. THE AMENDMENT

The Official Plan, 2016, is hereby amended as follows:

1. The City Building policies of the Official Plan are amended by deleting and replacing policies 271, 274, 365, and 802_4 with the following:

   271_ The Zoning By-law will establish automobile parking standards, ensuring that excessive amounts of parking are not required. Requirements may be lower or may not apply within those place types and parts of the city that have high accessibility to transit or that are close to employment areas, office areas, institutions and other uses that generate high levels of attraction.

   274_ Opportunities for sharing and consolidating parking to meet parking demand will be encouraged in the Downtown, Transit Village, and Shopping Area Place Types, and in transit station areas and commercial areas along Urban Corridors. Where sharing of parking occurs through a development agreement, a reduction in on-site parking requirements may be accommodated

   365_ A Transportation Demand Management Program may be provided as part of a complete planning and development application to identify strategies and actions to reduce car dependence and support other transportation modes, and may support reduced parking requirements. The Transportation Demand Management Program may:

   1. Be integrated with required transportation impact assessments submitted to support the proposed development.
   2. Identify design and/or programmatic means to reduce single occupancy vehicle uses.

3. Identify the roles and responsibilities of the property owner with respect to each recommended program and its implementation.
4. Identify the operational and financial roles and responsibilities of the property owner including, but not limited to, program development, implementation and ongoing management and operations of the transportation demand management plan and/or program.

802_4. There will be no minimum parking required for Downtown development.

Bill No. 319
2022

By-law No. C.P.-1512( )-

A by-law to amend The Official Plan for the City of London, 2016 relating to 2009 Wharncliffe Road South (within the Southwest Area Secondary Plan).

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 – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.

2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990*, c.P.13.

PASSED in Open Council on August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

AMENDMENT NO.

to the

OFFICIAL PLAN FOR THE CITY OF LONDON (2016)

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to change Policy 1565_ List of Secondary Plans, 5. Southwest Area Secondary Plan, Section 20.5 (Southwest Area Secondary Plan), by adding a new special policy to Section 20.5.9, Bostwick Residential Neighbourhood, to permit a maximum mixed-use density of 176 units per hectare, through Bonusing.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 2009 Wharncliffe Road South in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the Provincial Policy Statement, the Official Plan and the Southwest Area Secondary Plan. The recommendation provides the opportunity for residential intensification in the form of a low-rise mixed use apartment building, located at the intersection of a high-order street and collector street at the edge of an existing neighbourhood. The recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood. The recommended amendment would help to achieve the vision of the Neighbourhoods Place Type, providing a range of housing choice and mix of uses to accommodate a diverse population of various ages and abilities.

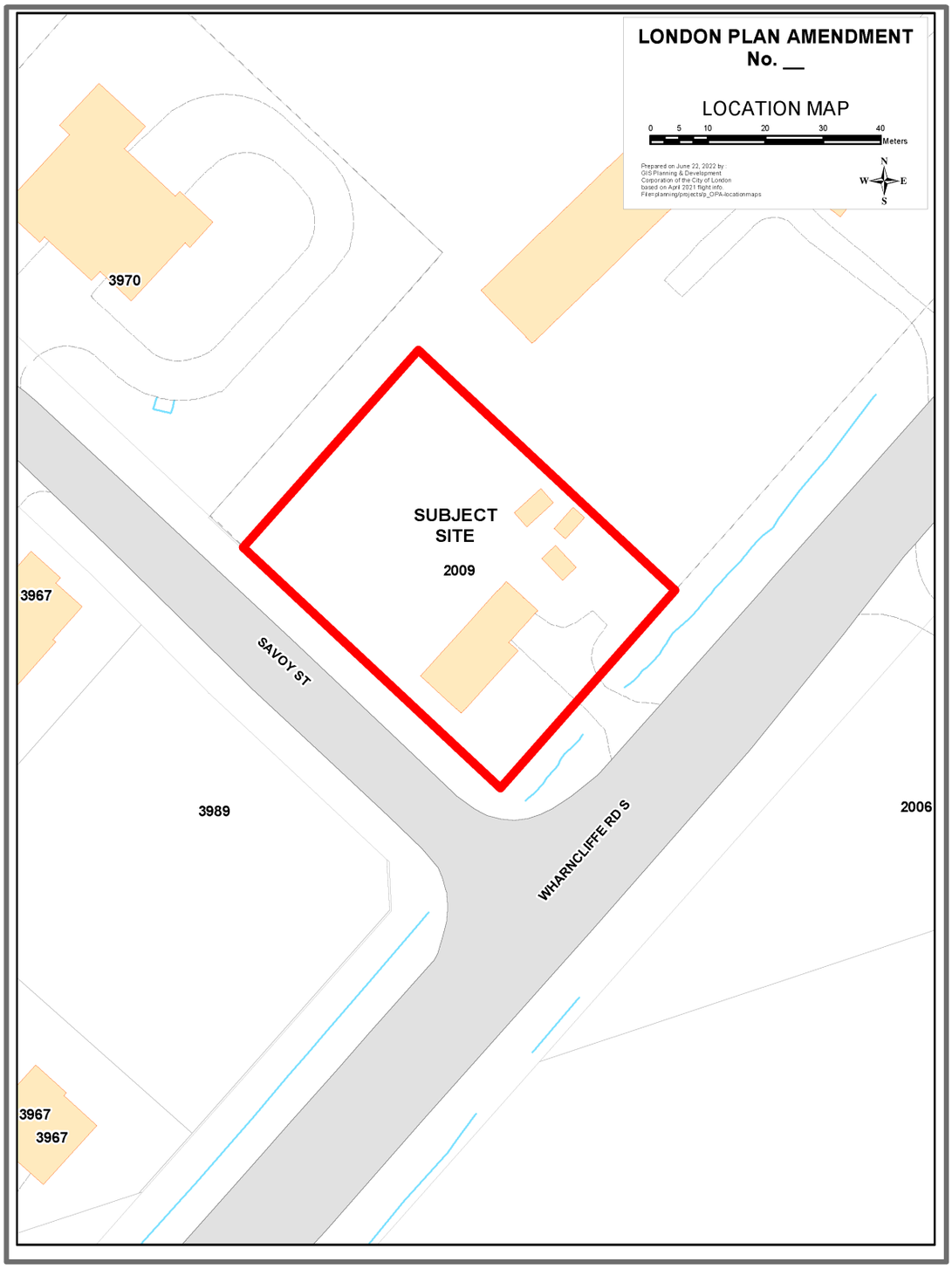
D. THE AMENDMENT

The Southwest Area Secondary Plan for the City of London is hereby amended as follows:

1. To change Policy 1535_5. Southwest Area Secondary Plan of the Official Plan for the City of London, Section 20.5 (Southwest Area Secondary Plan), by adding a new special policy to Section 20.5.9, Bostwick Residential Neighbourhood, as indicated on “Schedule 1” attached hereto, as follows:

2009 Wharncliffe Road South

20.5.9.( ) At 2009 Wharncliffe Road South, a mixed commercial/office and residential apartment building may be permitted within the Medium Density Residential designation, at a maximum mixed-use density of 176 units per hectare, through Bonusing.


LONDON PLAN AMENDMENT
No. __
LOCATION MAP
0 5 10 20 30 40
Meters
Prepared on June 22, 2022 by :
GIS Planning & Development
Corporation of the City of London
based on April 2021 flight info
File=planning/projects/p_OPA-locationmaps
N
W
E
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3970
SUBJECT
SITE
2009
3967
SAVOY ST
3989
WHARNCLIFFE RD S
2006
3967
3967

Bill No. 320
2022

By-law No. C.P.-

A by-law to exempt from Part-Lot Control, lands located at 1345 Cranbrook Road and 1005 Longworth Road, legally described as Block 28 & 29 in Registered Plan 33M-657.

WHEREAS pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, as amended, and pursuant to the application request from Craig Linton (Norquay Developments), it is expedient to exempt lands located at 1345 Cranbrook Road and 1005 Longworth Road, legally described as Blocks 28 & 29 in Registered Plan 33M-657, from Part Lot Control;

AND WHEREAS the applicant has applied for a zoning by-law amendment to change the zoning of the subject lands from an Urban Reserve UR2 Zone to Residential R1 Special Provision (R1-8(10)) Zone, and the zoning as amended is in full force and effect;

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

1. Blocks 28 & 29 in Registered Plan 33M-657, located at 1345 Cranbrook Road and 1005 Longworth Road, are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c.P.13, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit single detached dwellings in conformity with the Residential R1 Special Provision (R1-8(10)) Zone of the City of London Zoning By-law No. Z-1.

2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 321
2022

By-law No. CPOL.-228(_)-___

A by-law to amend By-law No. CPOL.-228-480, as amended, being “Council Members’ Expense Account” to update various provisions of the 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 wishes to amend By-law No. CPOL.-228-480, as amended, being “Council Members’ Expense Account”, to update various Policy provisions;

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

1. Section 4.2 “Conditions for Use of the Annual Budget Allocation” subsection a) “This policy does not apply to:”, is hereby amended to add the following provisions:

“xii) registration costs for the Federation of Canadian Municipalities and/or Association of Municipalities of Ontario annual conference(s); it being noted that any related expenses would be eligible for reimbursement from the individual expense account;

xiii) one annual ward-wide mail out, including printing and distribution by Canada Post.”

2. Section 4.2, is further amended in subsection c) “The allocated sum may be used by Members of Council for any of the following purposes:” by replacing item iii) with the following new item iii):

“iii) gifts and souvenirs for protocol and City of London promotional purposes, specific sponsorship or merchandise contributions ward events (such as City merchandise or equipment rental) up to a maximum value of $1,200.00 annually; it being noted that donations and grants (funding) is excluded as per part a) xi), above;”

3. This by-law shall come into force and effect on November 15, 2022.

PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 322
2022

By-law No. S - _____-___

A by-law to stop up and close Princess Street.

WHEREAS it is expedient to stop up and close Princess Street on Registered Plan 380 in the City of London;

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

1. Princess Street shall be stopped up and forever closed and cease to be and form public highway:

Princess Street on Registered Plan 380 designated as Parts 1 and 2 on plan 33R-21307 in the City of London and County of Middlesex.

2. The lands comprising the said street hereby stopped up and closed shall continue to be vested in the Corporation of the City of London to be dealt with from time to time as the Council of the Corporation may see fit and deem proper.

3. This By-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 323
2022

By-law No. S.-____-___

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South, north of Highway 402)

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;

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001*, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wonderland Road South, north of Highway 402, namely:

Part of Lot 68 East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 1, 2 and 3 on Reference Plan 33R-21297.

2. This by-law comes into force and effect on the day it is passed.

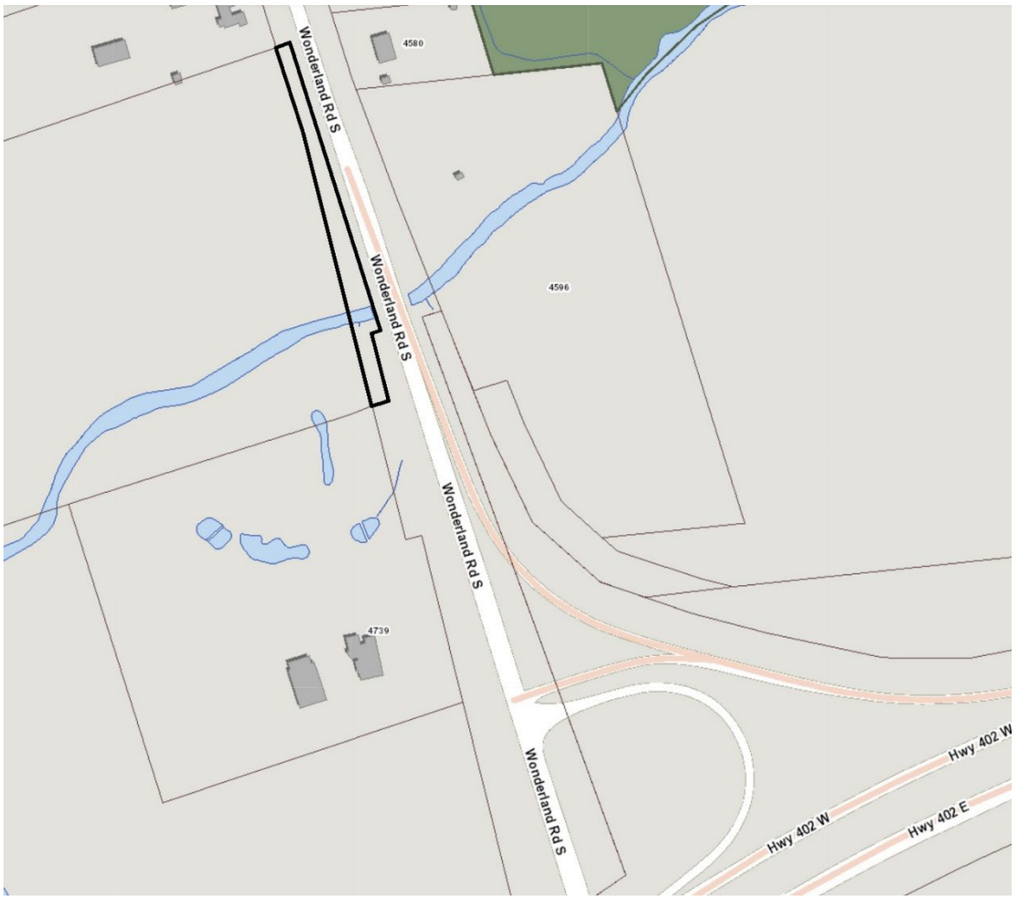
PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

LOCATION MAP



SUBJECT LANDS

Bill No. 324
2022

By-law No. S.-____-___

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening toBostwick Road, south of Southdale Road West; and as widening to Southdale Road West, east of Bostwick Road)

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;

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001*, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Bostwick Road, south of Southdale Road West, namely:

Part of Lot 39, Concession 2, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 20 and 22 on Reference Plan 33R-21228.

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Southdale Road West, east of Bostwick Road, namely:

Part of Lot 39, Concession 2, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 21 on Reference Plan 33R-21228.

and;

Part of Lots 38 and 39, Concession 2, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 23 and 24 on Reference Plan 33R-21228.

2. This by-law comes into force and effect on the day it is passed.

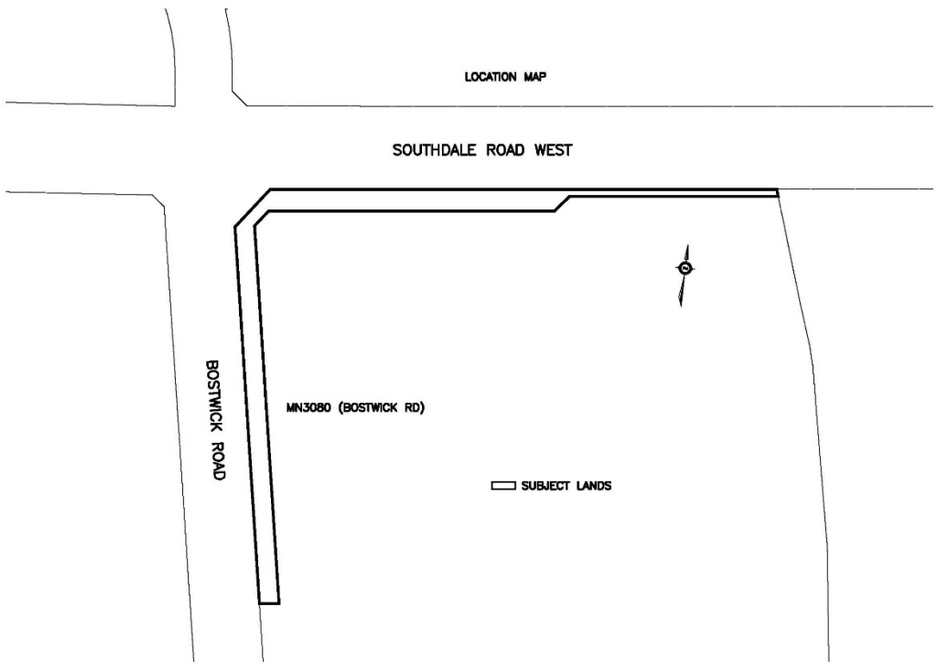
PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

LOCATION MAP



SUBJECT LANDS

Bill No. 325
2022

By-law No. WM-12-22_____

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; broken or cracked toilets; 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, 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 August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 326
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 18 Elm Street.

WHEREAS Housing Development Corporation, London have applied to rezone an area of land located at 18 Elm Street, 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 18 Elm Street, as shown on the attached map from a Neighbourhood Facility (NF) Zone **TO** a Residential R8 Special Provision Bonus (R8-4(_)●B(_)) Zone; and an Open Space 1 Special Provision (OS1(_)) Zone.

2) Section Number 4.3 of the General Provision is amended by adding the following Bonus Zone:

B - _ 18 Elm Street

The Bonus Zone shall be enabled through one or more agreements to facilitate the development of a 4-storey mixed-use apartment building with 42 units and a minimum of 800 sq.m. of community uses which substantively implements the Site Plan and Elevations attached as Schedule "1" and Schedule "2" to the amending by-law.

The bonus provided is for additional height and density is based on the provision of community uses.

The following special regulations apply within the bonus zone:

a) Additional Special Regulations

i)	Height (max)	14.5 m
ii)	Density (max)	100 uph
iii)	Day Care and Community Centre combined GFA (min)	800 sq.m.

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

R8-4(_) 18 Elm Street

a) Additional Permitted Uses

i) Day Care Centre
ii) Community Centre

b) Regulations

i)	Gross Floor Area non-residential uses (max)	1400 sq.m.
ii)	Front Yard Setback (min)	4 m
iii)	North Interior Sideyard Setback (min)	4 m
iv)	Parking spaces for all uses in a mixed-use apartment building	46 spaces

4) Section Number 36.4 of the Open Space is amended by adding the following Special Provisions:

OS1(_)	18 Elm Street		
a)	Regulations		
i)	Minimum Lot Area (min)		2000 sq.m.

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.

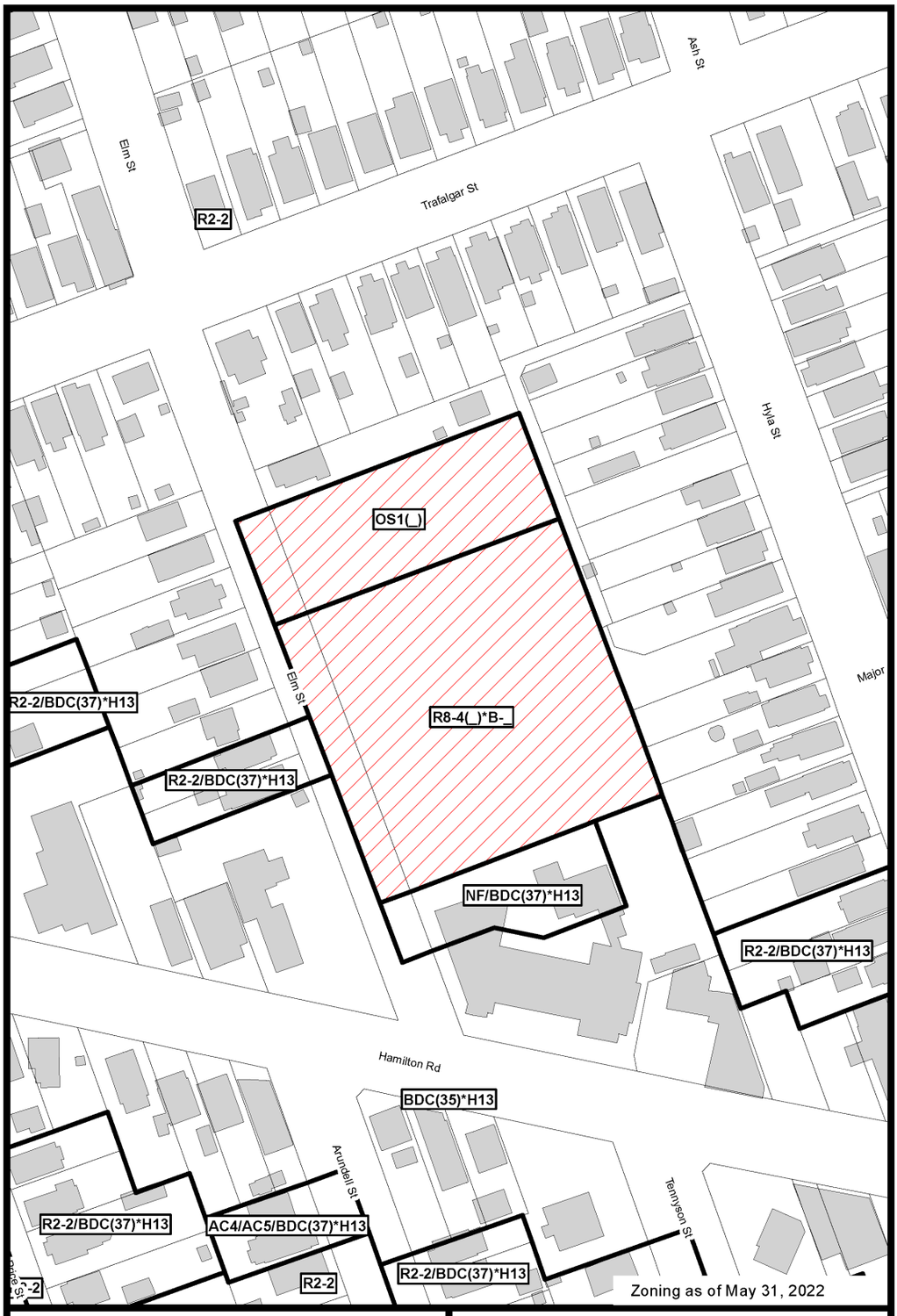
PASSED in Open Council on August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

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



File Number: OZ-9496

Planner: LM

Date Prepared: 2022/06/16

Technician: RC

By-Law No: Z.-1-

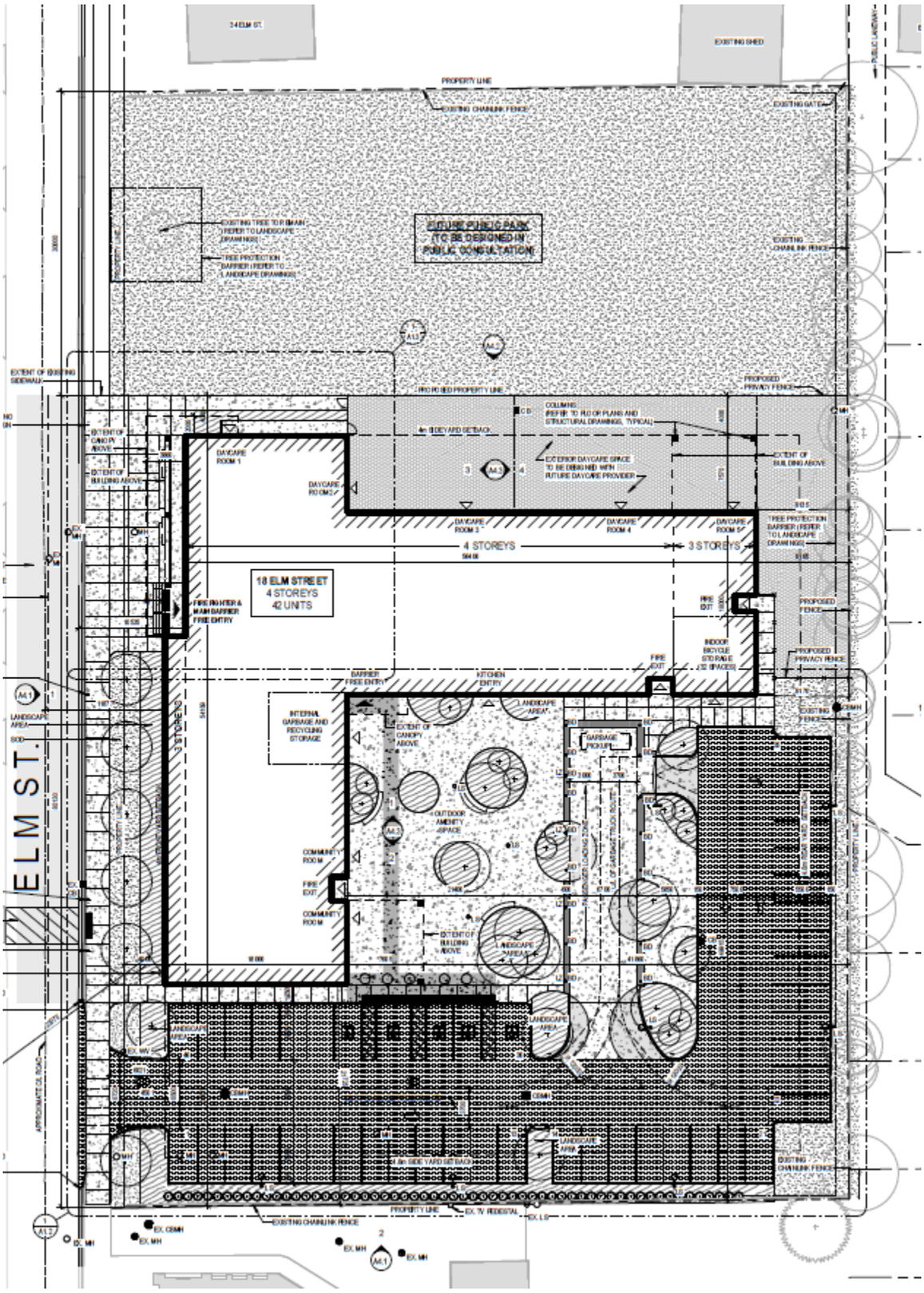
SUBJECT SITE

1:1,250

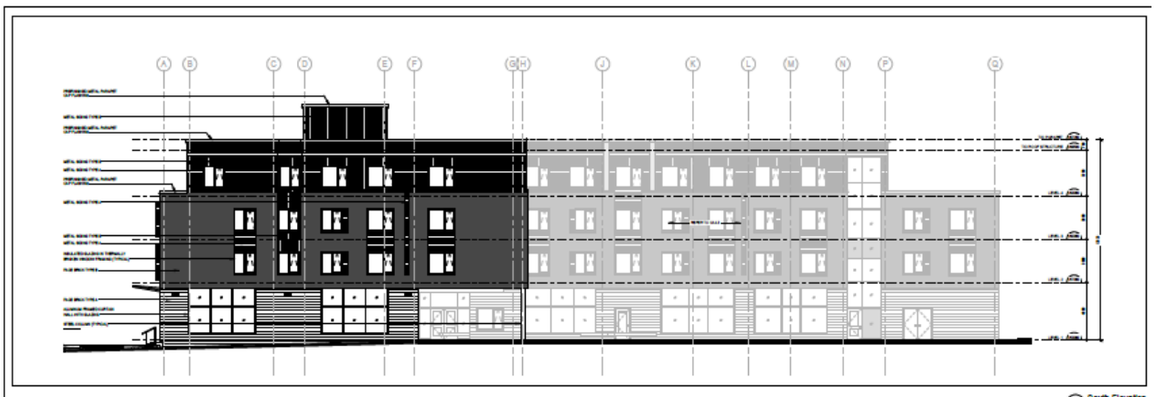
0 5 10 20 30 40 Meters

Geodatabase

Bonus Zone Schedule 1 – Site Plan



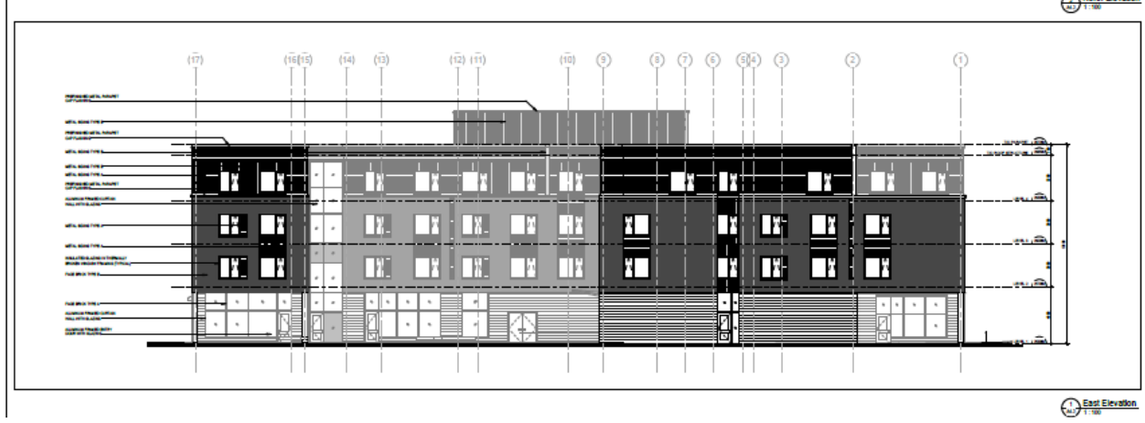
Bonus Zone Schedule 2 – Elevations



South Elevation

West Elevation

North Elevation



East Elevation

Partial West Elevation
1 : 100
Partial East Elevation
1 : 100
Partial North Elevation
1 : 100
Partial South Elevation
1 : 100

Bill No. 327
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 538 Southdale Road East.

WHEREAS RRW Holdings Inc. has applied to rezone an area of land located at 538 Southdale Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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 538 Southdale Road East, as shown on the attached map comprising part of Key Map No. A107, from a Residential R3 (R3-2) Zone to a Residential R5 Special Provision (R5-7(_)) Zone.

2) Section 9.4 of the Residential R5 Zone is amended by adding the following Special Provision:

) R5-7(_)

a) Regulations

i) Lot Frontage (Minimum) 29 metres

ii) Front and Exterior Side Yard
(Minimum) 1.5 metres
(Maximum) 4.5 metres (where more than one building is to be developed on a lot, the maximum front and exterior side yard depth shall only apply to the building nearest to the lot line shared with the street)

iii) Interior and Rear Yard Depth (Minimum)

Interior (First 30 metres of Lot Depth): 1.8 metres when the end wall of a unit contains no windows to habitable rooms, or 6.0 metres when the wall of a unit contains windows to habitable rooms

Interior (remainder): 3.0 metres when the end wall of a unit contains no windows to habitable rooms, or 6.0 metres when the wall of a unit contains windows to habitable rooms.

Rear: 1.0 metres per 1.0 metres of main building height but in no case less than 6.0 metres.

iv) Density (Maximum) 75 units per hectare

v) Parking (Minimum) 1 space per unit

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.

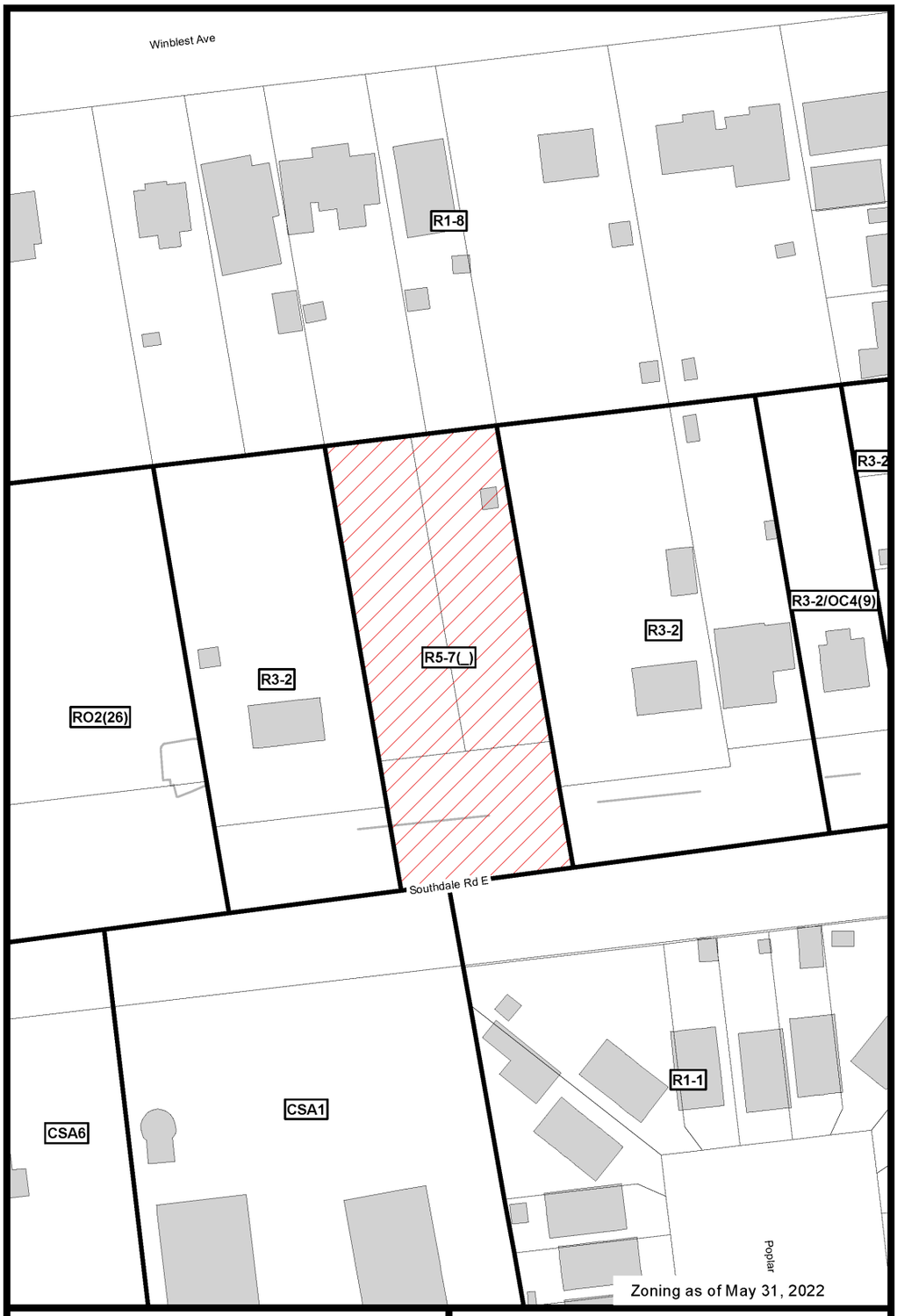
PASSED in Open Council on August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

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



File Number: Z-9480

Planner: CP

Date Prepared: 2022/06/22

Technician: ZZ

By-Law No: Z.-1-

SUBJECT SITE

1:800

0 4 8 16 24 32 Meters

Geodatabase

Bill No. 328
2022

By-law No. Z.-1-22

A by-law to amend The Zoning By-law Z.-1 for the City of London, 1993 relating to the Parking Standards Review Recommendation Report.

WHEREAS the City of London has initiated a Parking Standards Review to make general changes related to Parking Standards and Bicycle Parking Standards, as set out below;

AND WHEREAS this zoning by-law amendment conforms to the Official Plan;

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

1) Section 4.19.4 of Zoning By-law No. Z.-1 is amended by adding a new row to the table of yards in which required parking area is permitted as follows:

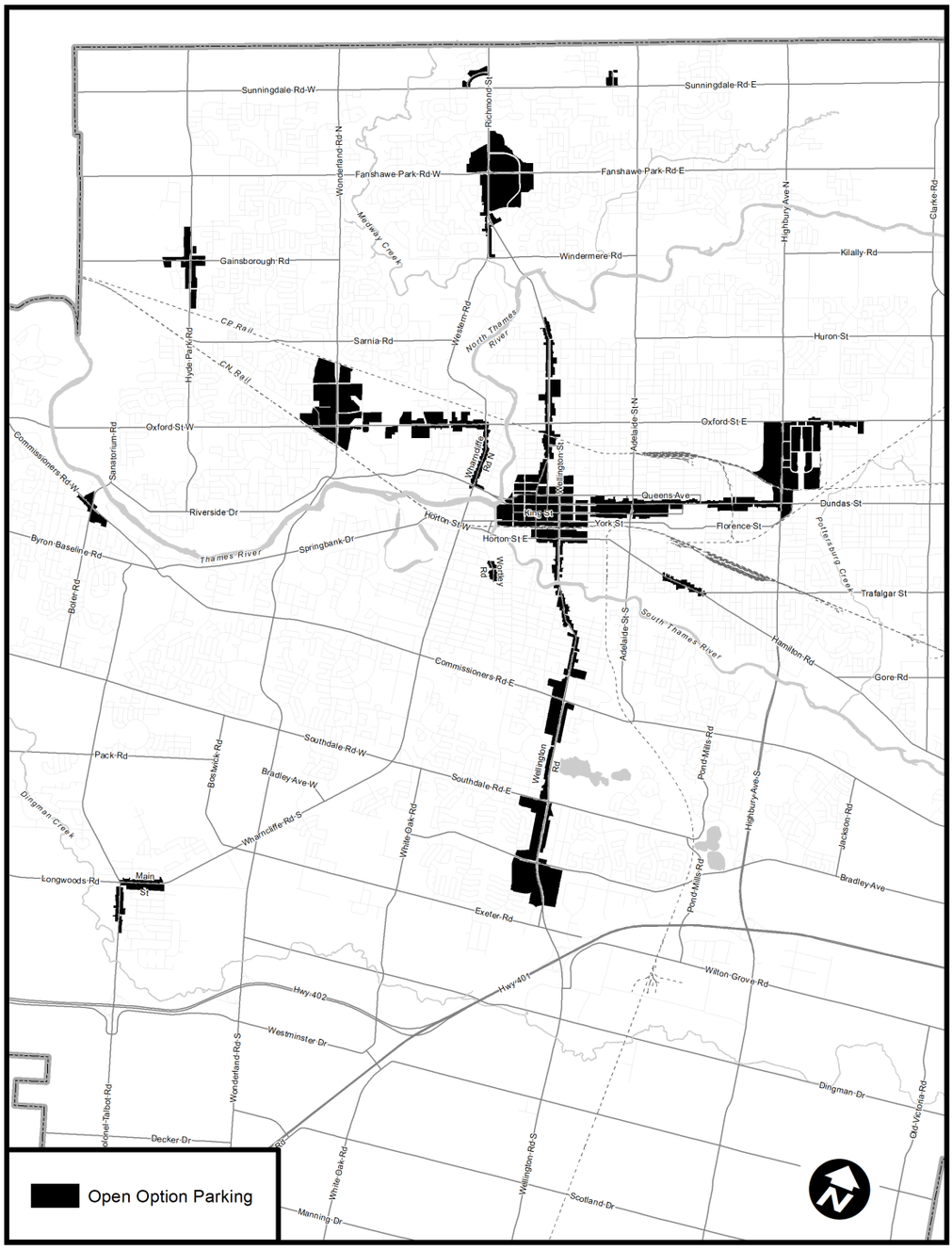
Zone Class	**Yard in Which Required Parking Area is Permitted**
Areas exempt from minimum parking standards shown on Figure 4.19	Parking not permitted in the front yard.

2) Section 4.19.9 of Zoning By-law No. Z.-1 is amended by deleting the existing text and replacing it with the following:

9) PARKING STANDARD AREAS

Minimum parking standards shall not apply within the Downtown, Transit Village, Rapid Transit Corridor, and Main Street Place Types in the London Plan as shown in Figure 4.19 below. These areas are not subject to the minimum parking requirements in Section 4.19.10.a) and Section 4.19.10.b)

Figure 4.19 – Areas Exempt from Minimum Parking Standards



3) Section 4.19.10 of Zoning By-law No. Z.-1 is amended by deleting the existing text and replacing it with the following:

10) PARKING STANDARDS

Except as otherwise provided herein, the owner or occupant of any lot, building or structure used or erected for any of the purposes set forth in this Subsection, shall provide and maintain, for the sole use of the owner, occupant or other persons entering upon or making use of the said lot, building or structure from time to time, parking spaces in accordance with the provisions of this Subsection. Unless otherwise specified, the standards are expressed in one space per square metre of Gross Floor Area (GFA). For the purpose of this Section, existing shall mean as of January 1, 1987.

a) Residential Development

Except for the Areas identified in Figure 4.19, the minimum requirements are as follows:

Residential Unit Type	Minimum Parking Requirement
Single Detached and Semi-Detached	1 per unit

Residential Unit Type	Minimum Parking Requirement
Townhouse, Cluster	1 per unit
Townhouse, Street	1 per unit
Townhouse, Stacked	0.5 per unit
Apartment	0.5 per unit
Duplex	0.5 per unit
Triplex	0.5 per unit
Fourplex	0.5 per unit
Converted Dwelling or Conversions of Existing Buildings to Residential Units	0.5 per unit
Senior Citizen Apartment Building	0.125 per unit
Handicapped Persons Apartment Building	0.125 per unit
Lodging House	0.125 per unit

b) Non-Residential Development

Except for the Areas identified in Figure 4.19, the minimum requirements are as follows:

Non-Residential Uses	Minimum Parking Requirement
Tier 1: Restaurant, Restaurant (Fast-Food Drive-in, Take-Out), Tavern	1 per 20 m^2 gross floor area
Tier 2: Amusement Game Establishment, Automobile Repair Garage Establishment, Clinic and Outpatient Clinic, Clinic (Methadone), Liquor Beer and Wine Store, Patient Testing Laboratory, Personal Service Establishment, Taxi Establishment	1 per 30 m^2 gross floor area
Tier 3: Abattoir, Arena, Assembly Hall, Auction Establishment, Automobile Body Shop, Automobile Rental, Automobile Sales & Service Establishment, Automobile Supply Store, Bake Shop, Bulk Beverage Outlet, Bulk Sales Establishment, Commercial Recreation Establishment, Convenience Service Establishment, Convenience Store, Data Processing Establishment, Day Care Centre, Department Store, Duplicating Shop, Emergency Care Establishment, Farm Food and Products Market, Financial Institution, Food Store, Funeral Home, Garden Store, Hardware Store, Home and Auto Supply Store, Home Furnishings Store, Home Improvement Store, Kennel, Laundromat, Office (Mental/Dental inc. converted), Pharmacy, Pharmacy (Methadone), Private Club, Post Office, Recreational Vehicle Sales and Service Establishment, Repair and Rental Establishment, Retail Store (all sizes), School (Commercial), Service and Repair Establishment, Shopping Centre, Video Rental Establishment	1 per 50 m^2 gross floor area

Non-Residential Uses	Minimum Parking Requirement
Tier 4: Animal Hospital/Clinic, Artisan Workshop, Bakery, Brewing on Premises Establishment, Business Service Establishment, Dry Cleaning and Laundry Depot, Film Processing Depot, Gallery, Household Appliance Sales and Service, Industrial and Agricultural Equipment Sales and Service, Laboratory, Library, Museum, Music School, Office (all types except Mental/Dental), Public Recreation Facility, Public Use, Retail Warehousing, Salvage Yard, School (Community College & University), Service Industrial Use, Service Trade, Studio	1 per 100 m^2 gross floor area
Tier 5: Agricultural Supply Establishment, Caterer's Establishment, Craft Brewery (excluding retail/restaurant area), Dry Cleaning and Laundry Plant, Farm Equipment Sales and Service Establishment, Industrial Mall, Printing Establishment, Terminal Centre, Vehicle Sales and Service Establishment, Wholesale Establishment	1 per 200 m^2 gross floor area
Tier 6: Advanced Manufacturing Industrial Uses, Advanced Manufacturing Educational Uses, Manufacturing Establishment, Warehouse Establishment	1 per 500 m^2 gross floor area
Tier 7: Commercial Outdoor Recreation Facility, Private Zoo, Self Storage Establishment	1 per 2,000 m^2 gross floor area
Agricultural Supply Establishment	1 per 60 m^2 for retail show room plus 1 per 200 m^2 for warehousing/wholesaling
Apartment Hotel	0.5 per unit
Arena (with seats)	1 per 8 seats
Artisan Workshop	1 per 200 m^2 for processing/manufacturing plus 1 per 30 m^2 for retail area/restaurant
Assembly Hall	1 per 8 seats or 1 per 50 m^2 whichever is greater
Auditorium	1 per 8 seats
Automobile Sales, Ancillary to Automobile Repair Garage	0.5 per automobile, kept or displayed for sale
Automobile Service Station	3 per bay
Bed and Breakfast Establishment	0.5 per bedroom plus 1 space
Building Supply Outlet	1 per 60 m^2 retail/showroom plus 1 per 400 m^2 warehouse/wholesaling

Non-Residential Uses	Minimum Parking Requirement
Campground	1 space per camp site
Carwash	2 spaces
Community Centre and Hall	1 per 8 seats or 1 per 50 m^2 whichever is greater
Converted Dwelling	No additional parking required
Craft Brewery	1 per 100 m^2 for processing, plus 1 per 30 m^2 for retail area/restaurant
Custom Workshop	3 spaces
Driving Range	1 per tee
Farm Market	3 spaces
Fire Station	1 per 2 employees
Gas Bar	2 spaces
Golf Course	4 per tee
Green House	1 per 20,000 m^2 gross floor area
Group Home	1 space
Hospital	1 space per bed
Hotel	1 per unit
Miniature Golf Course	1 space per tee
Mobile Home	1 per unit
Motel	1 per unit
Nursery	2 spaces
Nursing Home	1 per 3 beds
Open Storage	1 per ha (2.5 ac or 10,117.14 m^2)
Place of Worship	1 for each 8 persons place of worship capacity
Police Station	1 per 2 employees
Private Outdoor Recreation Club	1 per 1,000 m^2 gross floor area
Racquet Facility	2 per court

Non-Residential Uses	Minimum Parking Requirement
Resource Extraction Operation	1 space
Rest Home	1 per 3 beds
Retail Warehousing	1 per 50 m^2 retail/showroom plus 1 per 400 m^2 warehouse/ wholesaling
Retirement Lodge	1 per 3 beds
Salvage Yard (With No Structures)	1 per hectare
Salvage Yard (With Structures)	1 per 50 m^2 for retail and showroom plus 1 per 400 m^2 for warehousing and wholesaling
School, Elementary	2 plus 1 per classroom
School, Private	3 per classroom
School, Secondary	3 per classroom
Supervised Residence	1 per 5 residents
Tennis Club	2 per court
Tennis Club (Outdoors)	2 per court

c) Accessible parking spaces

Where parking spaces are provided, in any development, accessible parking spaces shall also be provided. Off street parking areas shall have a minimum number of accessible parking spaces as follows:

i) One parking space for the use of persons with disabilities, which meets the requirements of a Type A parking space, where there are 12 parking spaces or fewer; or

ii) Four per cent of the total number of parking spaces for the use of persons with disabilities, where there are between 13 and 100 parking spaces in accordance with the following ratio, rounding up to the nearest whole number:

i. Where an even number of parking spaces for the use of persons with disabilities are provided in accordance with the requirements of this paragraph, an equal number of parking spaces that meet the requirements of a Type A parking space and a Type B parking space must be provided; or

ii. Where an odd number of parking spaces for the use of persons with disabilities are provided in accordance with the requirements of this paragraph, the number of parking spaces must be divided equally between parking spaces that meet the requirements of a Type A parking space and a Type B parking space, but the additional parking space, the odd-numbered space, may be a Type B parking space; or

iii) One parking space for the use of persons with disabilities and an additional three percent of parking spaces for the use of persons with disabilities, where there are between 101 and 200 parking spaces must be parking spaces for the use of persons with disabilities, calculated in accordance with the ratios set out in subparagraphs ii) 1 and 2), rounding up to the nearest whole number; or

iv) Two parking spaces for the use of persons with disabilities and an additional two per cent of parking spaces for the use of persons with disabilities, where there are between 201 and 1,000 parking spaces must be parking spaces for the use of persons with disabilities in accordance with the ratio in subparagraphs ii) 1 and 2 rounding up to the nearest whole number; or

v) Eleven parking spaces for the use of persons with disabilities and an additional one per cent of parking spaces for the use of persons with disabilities, where more than 1,000 parking spaces are provided must be parking spaces for the use of persons with disabilities in accordance with the ratio in subparagraphs ii) 1 and 2 rounding up to the nearest whole number; and

vi) The number of parking spaces for persons with disabilities shall be included as part of the total parking required for the site.

vii) For the purpose of this section a Type A parking space shall mean a wider accessible parking space which has a minimum width of 3,400 mm and signage that identifies the space as "van accessible;" and a Type B parking space shall mean an accessible parking space which has a minimum width of 2,400 mm

4) Section 4.19.14 of Zoning By-law No. Z.-1 is amended by deleting the existing text and replacing it with the following:

14) BICYCLE PARKING REQUIREMENTS

All required bicycle parking spaces shall be provided at the time of the erection of a building or addition thereto, expansion of a use, or when there is a change of use of a lot or a building. Bicycle parking spaces shall be maintained exclusively for the use for which they are required for as long as the use is in operation.

Where part of a bicycle parking space is required in accordance with this By-law, such part shall be considered one parking space for the purpose of calculating the total bicycle parking requirement for the use.

The minimum bicycle parking requirements are as follows:

a) Residential Development:

i) Apartment buildings and lodging houses (with five or more residential units) shall provide 1.0 bicycle parking space per residential unit, allocated as 0.9 long-term bicycle parking space per dwelling unit and 0.1 short-term bicycle space per unit.

ii) Residential Care Facilities shall provide a minimum of 3 short-term bicycle spaces plus 0.1 space for each 100 m^2 gross floor area. Residential Care Facilities shall also provide a minimum of 0.1 long-term bicycle parking spaces for each 100 square meters of gross floor area.

For the purpose of this section a Residential Care Facility shall include:

i. senior citizen apartment buildings
ii. nursing homes;
iii. rest homes;
iv. retirement lodges;

v. retirement homes;
vi. handicapped persons apartment buildings;
vii. continuum-of-care facility;
viii. chronic care facility;
ix. foster homes;
x. group home type 1 and type 2;
xi. supervised residence;
xii. correctional and detention centre;
xiii. emergency care establishment.

b) Residential Development Exemptions:

i) Notwithstanding clause 4.19.14.a) to the contrary, bicycle parking shall not be required for Conversions of existing space to residential units, Single detached dwellings; semi-detached dwellings; duplex dwellings; triplex dwellings; fourplex dwellings; townhouse dwellings; stacked townhouse dwellings; street townhouses; cluster townhouses; farm dwellings.

c) Non-Residential Development

Bicycle parking shall be required in accordance with the following:

Non-Residential Uses	Minimum Short-Term Bicycle Parking Requirement
Tier 1: Arena (with and without seats), Assembly Hall, Auction Establishment, Auditorium Automobile Body Shop, Automobile Rental, Automobile Repair Garage Establishment, Automobile Sales & Service Establishment, Automobile Supply Store, Bake Shop, Bulk Beverage Outlet, Bulk Sales Establishment, Clinic and Outpatient Clinic, Clinic (Methadone), Commercial Recreation Establishment, Community Centre and Hall, Convenience Service Establishment, Data Processing Establishment, Day Care Centre, Department Store, Duplicating Shop, Emergency Care Establishment, Farm Food and Products Market, Financial Institution, Food Store, Funeral Home, Garden Store, Hardware Store, Home and Auto Supply Store, Home Furnishings Store, Home Improvement Store, Hospital, Kennel, Laundromat, Liquor Beer and Wine Store, Office (Mental/Dental inc. converted), Patient Testing Laboratory, Personal Service Establishment, Pharmacy, Pharmacy (Methadone), Place of Worship, Private Club, Post Office, Recreational Vehicle Sales and Service Establishment, Repair and Rental Establishment, Restaurant (Fast-Food Drive-in, Take-Out), Restaurant, Retail Store (all sizes), School (Commercial), Service and Repair Establishment, Shopping Centre, Tavern, Taxi Establishment, Video Rental Establishment	3 spaces plus 0.3 spaces for each 100 m^2 gross floor area
Tier 2: Animal Hospital/Clinic, Artisan Workshop, Bakery, Brewing on Premises Establishment, Business Service Establishment, Carwash, Dry Cleaning and Laundry Depot, Film Processing Depot, Fire Station, Gallery, Gas Bar, Household Appliance Sales and Service, Industrial and Agricultural Equipment Sales and Service, Laboratory, Library, Museum, Music School, Office (all types except mental/dental), Police Station, Private Outdoor Recreation Club, Public	3 spaces plus 0.2 spaces for each 100 m^2 gross floor area

Recreation Facility, Public Use, Retail Warehousing, Salvage Yard, School (Elementary, Community College, Private, Secondary & University), Service Industrial Use, Service Trade, Studio	
Tier 3: Advanced Manufacturing Industrial Uses, Advanced Manufacturing Educational Uses, Automobile Sales - Ancillary to Automobile Repair Garage, Automobile Service Station, Building Supply Outlet, Caterer's Establishment, Commercial Outdoor Recreation Facility, Craft Brewery (excluding retail/restaurant area), Custom Workshop, Dry Cleaning and Laundry Plant, Farm Equipment Sales and Service Establishment, Group Home, Industrial Mall, Hotel, Manufacturing Establishment, Nursery, Nursing Home, Open Storage, Printing Establishment, Private Zoo, Rest Home, Retail Warehousing, Retirement Lodge, Self Storage Establishment, Supervised Residence, Terminal Centre, Vehicle Sales and Service Establishment, Warehouse Establishment, Wholesale Establishment	3 spaces plus 0.1 spaces for each 100 m^2 gross floor area
Apartment Hotel	1 space per unit
Bed and Breakfast Establishment	1 space per unit
Campground	3 spaces plus 0.2 space per camp site
Converted Dwelling	No bicycle parking required
Golf Course	3 spaces plus 0.2 spaces per tee
Miniature Golf Course	3 spaces plus 0.2 spaces per tee
Mobile Home	1 space per unit
Motel	1 space per unit
Racquet Facility	3 spaces plus 0.2 spaces per court
Tennis Club	3 spaces plus 0.2 spaces per court
Tennis Club (Outdoors)	3 spaces plus 0.2 spaces per court

d) Non-Residential Development Exemptions:

i) No bicycle parking requirement applies for the following uses specified in the Zoning By-law:

Abattoir; aggregate reprocessing; aggregate storage area; agricultural service establishment; agricultural supply establishment; agricultural use; agricultural use, intensive; agricultural use, non-intensive; agriculturally related commercial use; agriculturally related industrial use; batching plant, asphalt; batching plant, concrete; channel composting facility; construction and demolition recycling facility; crushing plant; driving range; drive-through facility; farm; farm cluster; farm equipment sales and service; farm foods and products market; farm market; feedlot; forestry use; grain elevator; greenhouse, commercial; in-vessel composting facility; kennel; landing strip; livestock; livestock facilities; managed woodlot; manure storage facilities; pit;

propane transfer facility; quarry; resource excavation; residential and other source recycling facility; resource extraction operation; salvage yard; specialized recycling facility; stockpiling; travel plaza/truck stop; truck stop; theatre, drive-in; wayside pit or wayside quarry; windrow composting facility.

ii) No short-term bicycle parking requirement will apply to non-residential uses in all Downtown Area 1 and 2 Zones. Residential uses within all Downtown Area 1 and 2 Zones shall comply with Section 4.19.14.1 a) of this By-law.

5) Section 4.19.15 of Zoning By-law No. Z.-1 is amended by deleting the existing text and replacing it with the following:

15) DESIGN CHARACTERISTICS FOR BICYCLE PARKING

For the purpose of this By-law, associated design elements shall be provided in accordance with those provisions set forth under the City's Site Plan Control By-law.

For the purpose of this Section Long-Term Bicycle Parking shall mean bicycle parking that is indoors in an accessible, secure, and weather protected area. Short-Term Bicycle Parking may include outdoor spaces.

6) Section 4.19.16 of Zoning By-law No. Z.-1 is amended by deleting the subsection in its entirety.

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 August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

Bill No. 329
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2009 Wharncliffe Road South.

WHEREAS 2425293 Ontario Inc. have applied to rezone an area of land located at 2009 Wharncliffe Road South, 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 2009 Wharncliffe Road South, as shown on the attached map comprising part of Key Map No. A110, from an Urban Reserve (UR4) Zone **TO** a Residential R9 Special Provision Bonus (R9-1(_)*B-(_)) Zone.

2) Section Number 4.3 4) of the General Provisions in By-law No. Z.-1 is amended by adding the following new Bonus Zone:

B-_ 2009 Wharncliffe Road South

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a mixed use commercial/office and residential apartment building, with a maximum gross floor of 372 square metres of commercial/office uses, limited to the first floor, a maximum height of 6 storeys measuring up to 22.5 metres and a maximum mixed use density of 176 units per hectare, in general conformity with the Site Plan, Renderings, Elevations and Views attached as Schedule "1" to the amending by-law, and provides for the following:

a) Exceptional Building and Site Design

i) A built form located along the Wharncliffe Road South that establishes a built edge with primary building entrance, street oriented residential units and active uses along those frontages.

ii) A built form that addresses the corner orientation at the intersection with Savoy Street.

iii) A step-back and terracing of 2m minimum, above the 4th storey for the building along Wharncliffe Road South frontage and at the intersection providing a human-scale along the street(s).

iv) A setback of 1-2m minimum, from the property line along Wharncliffe Road South and Savoy Street to avoid the requirement for encroachment agreements for building elements such as canopies, balconies, opening of doors, etc.

v) A significant setback from the property to the North to provide a transition to the existing low-rise buildings.

vi) Articulated facades including recesses, projections, balconies and terraces to provide depth and variation in the built form to enhance the pedestrian environment.

vii) A variety of materials, textures and articulation along building façade(s) to highlight different architectural elements and provide interest and human-scale rhythm along the street frontages.

viii) Locates majority of the parking underground, behind the building and screened away from the street.

Additional site and building design criteria, not shown on the proposed renderings, will also be addressed as part of the site plan submission:

ix) Include active ground-floor uses such as the principal building entrance, lobbies, common amenity areas, and street oriented commercial/residential units, oriented towards the public streets with direct access to the sidewalk along Wharncliffe Road South and Savoy Street in order to activate the street edge.

x) For the ground floor commercial units, provide for a store-front design with primary entrances facing Wharncliffe Road South and Savoy Street. This should include a higher proportion of vision glass, signage, double doors, an increase in ground floor height, and the potential for canopies and lighting to frame the entrance include direct access from the commercial unit(s) fronting the street to the City sidewalk.

xi) Provide functional primary entrances (double doors) for the commercial units along both Wharncliffe and Savoy Street with walkways connecting the entrances to the City Sidewalk.

xii) Redesign the surface parking lot in an effort to reduce impermeable surfaces and leave space for a more functional and centrally-located common amenity area, by removing the central ‘snow storage’ area, consolidating the drive aisles and exploring opportunities for a drop-off/layby off of Savoy Street to allow more convenient access to a street-facing main entrance.

xiii) Ensure common outdoor amenity space at ground level.

b) Provision of Affordable Housing

i) A total of three (3) one-bedroom units will be provided for affordable housing;

ii) Rents not exceeding 80% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;

iii) The duration of affordability set at 50 years from the point of initial occupancy;

iv) The proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

a) Additional permitted uses, limited to the first floor

i) Animal Clinic
ii) Bake shops
iii) Clinics
iv) Convenience service establishments
v) Convenience Store

vi) Financial institutions
vii) Food stores
viii) Laundromats
ix) Medical/dental offices
x) Offices
xi) Personal service establishments
xii) Restaurants
xiii) Retail stores
xiv) Studios

b) Regulations

i)	Gross Floor Area for Commercial and Office Uses (Maximum)	372 square metres (4004.2 square feet)
ii)	Density (Maximum)	176 units per hectare
iii)	Building Height (Maximum)	6 storeys up to 22.5 metres (73.8 feet)
iv)	Parking (Minimum)	62 spaces

3) Section Number 13.4 a) of the Residential R9 (R9-1) Zone is amended by adding the following Special Provision:

) R9-1(_) 2009 Wharncliffe Road South

a) Additional permitted uses, limited to the first floor of an apartment building

i) Animal Clinic
ii) Bake shops
iii) Clinics
iv) Convenience service establishments
v) Convenience Store
vi) Financial institutions
vii) Food stores
viii) Laundromats
ix) Medical/dental offices
x) Offices
xi) Personal service establishments
xii) Restaurants
xiii) Retail stores
xiv) Studios

b) Regulations

i)	Front Yard Depth (Minimum)	1.95 metres (6.4 feet)
ii)	Exterior Side Yard Depth (Minimum)	1.4 metres (4.6 feet)
iii)	Height (Maximum)	the lesser of 18.0 metres, or 4 storeys

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.

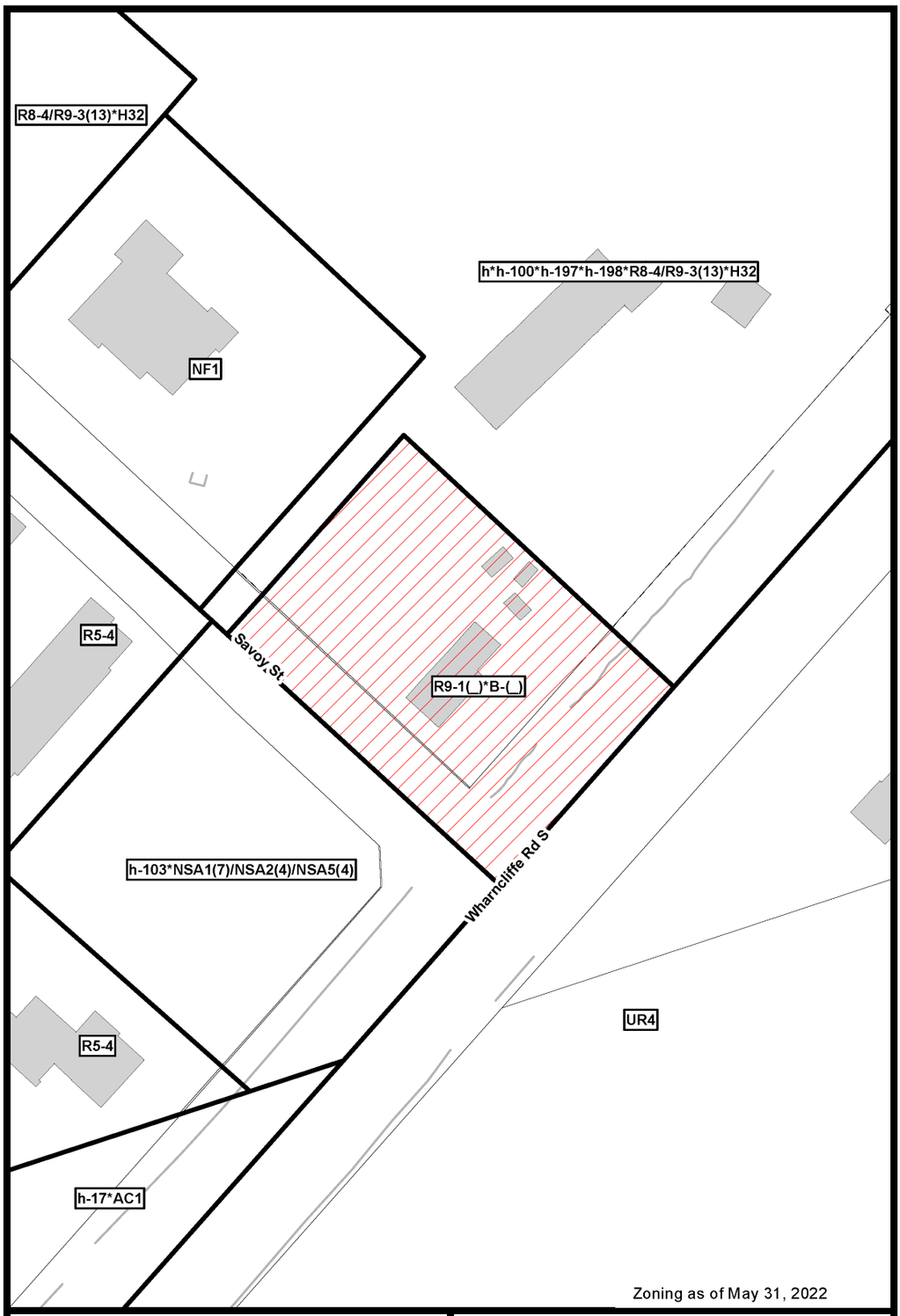
PASSED in Open Council on August 2, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

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



File Number: OZ-9348

Planner: NP

Date Prepared: 2022/06/22

Technician: rc

By-Law No: Z.-1-

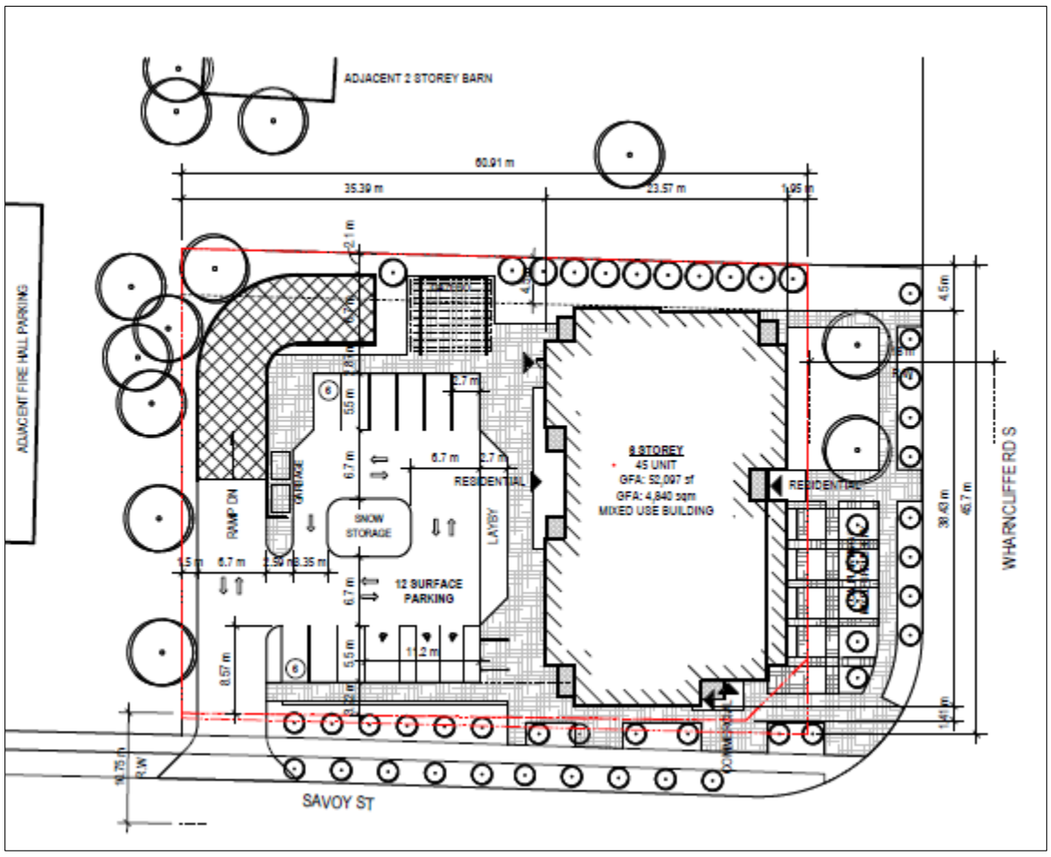
SUBJECT SITE

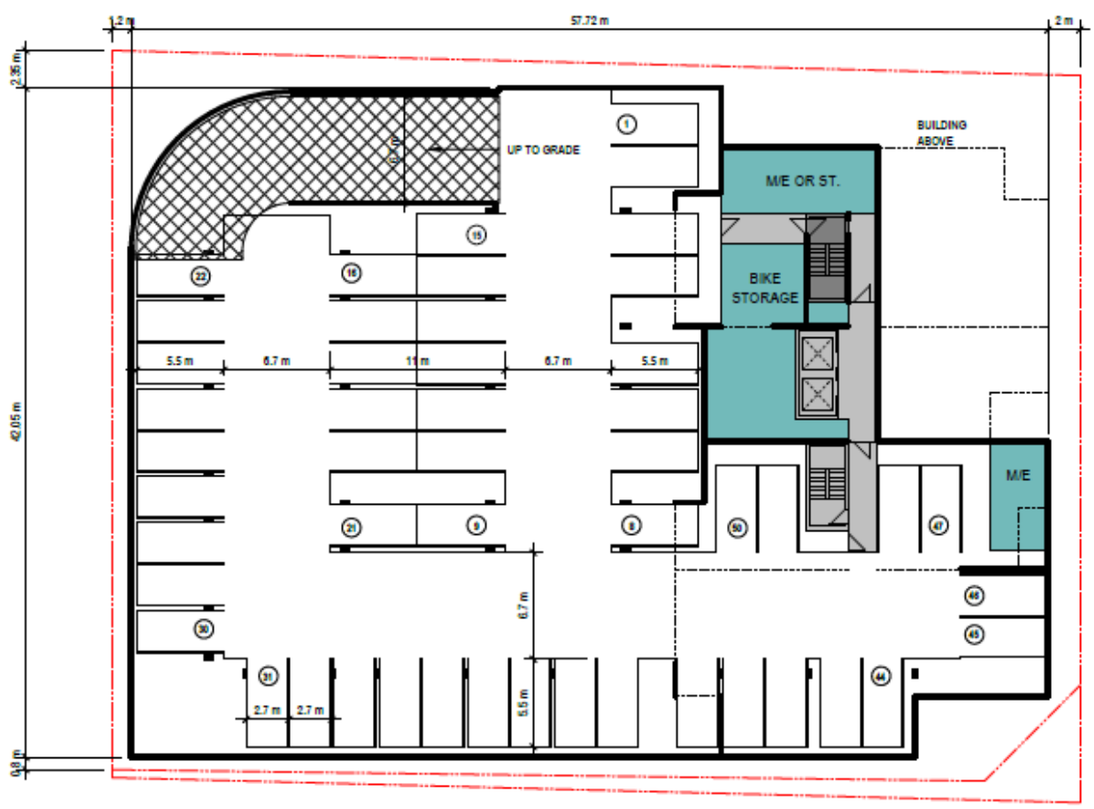
1:1,000

0 5 10 20 30 40 Meters

Geodatabase

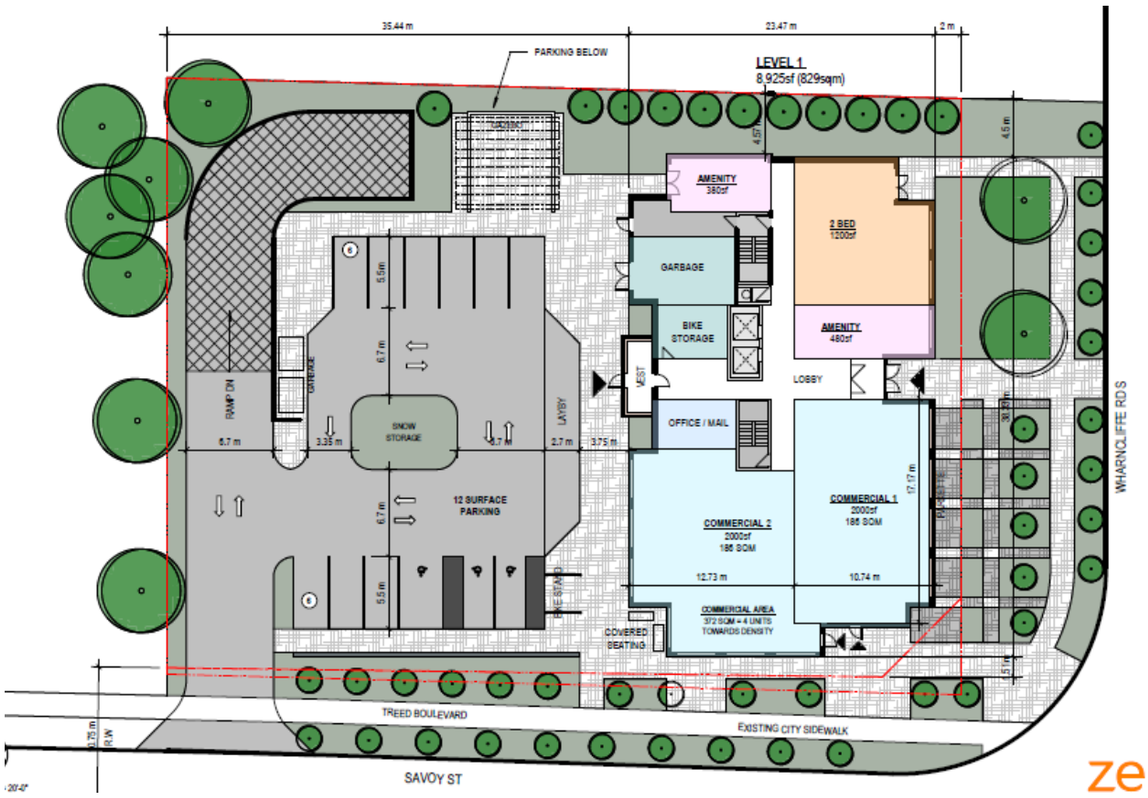
Schedule "1"





50 PARKING SPACES

PARKING LEVEL
22,400sf (2,081sqm)


35.44 m
23.47 m
2 m
PARKING BELOW
LEVEL 1
8,925sf (829sqm)
AMENITY
380sf
2 BED
1200sf
GARBAGE
BIKE STORAGE
AMENITY
480sf
LOBBY
OFFICE / MAIL
COMMERCIAL 2
2000sf
186 SQM
COMMERCIAL 1
2000sf
186 SQM
COMMERCIAL AREA
372 SQM = 4 UNITS
TOWARDS DENSITY
COVERED SEATING
RAMP ON
GARAGE
SNOW STORAGE
12 SURFACE PARKING
LAYBY
PEDESTRIAN
WHARNCLIFFE RD S
TREED BOULEVARD
EXISTING CITY SIDEWALK
SAVOY ST
ze

WHITE PANEL SIDING
LIGHT GREY BRICK
CHARCOAL STOREFRONT GLAZING
COMMERCIAL ENTRANCE
DARK GREY BRICK
RESIDENTIAL ENTRANCE
BROWN BRICK
RESIDENTIAL UNIT
MPR
MPH
Level 6
Level 5
Level 4
Level 3
Level 2
Level 1

BROWN BRICK
COLOURED SPANDREL
WHITE PANEL SIDING
CHARCOAL STOREFRONT GLAZING
ALUMINUM TRELLIS
DARK PANEL SIDING
WHITE PANEL SIDING
LIGHT GREY BRICK
DARK GREY BRICK
WHARNCLIFFE RD S
COMMERCIAL ENTRANCE
MPR 79' - 6"
MPH 69' - 6"
Level 6 57' - 0"
Level 5 46' - 6"
Level 4 36' - 0"
Level 3 25' - 6"
Level 2 15' - 0"
Level 1 0.00 m

WHITE PANEL SIDING
LIGHT GREY BRICK
AMENITY ENTRANCE
ACCENT PANEL
RESIDENTIAL ENTRANCE
CHARCOAL STOREFRONT GLAZING
BROWN BRICK
DARK GREY BRICK
SAVOY ST
MPR 79' - 6"
MPH 69' - 6"
Level 6 57' - 0"
Level 5 46' - 6"
Level 4 36' - 0"
Level 3 25' - 6"
Level 2 15' - 0"
Level 1 0.00 m

WHITE PANEL SIDING
DARK PANEL SIDING
BROWN BRICK
DARK GREY BRICK
LIGHT GREY BRICK
MPR 79' - 6"
MPH 69' - 6"
Level 6 57' - 0"
Level 5 46' - 6"
Level 4 36' - 0"
Level 3 25' - 6"
Level 2 15' - 0"
Level 1 0.00 m

SOUTH EAST

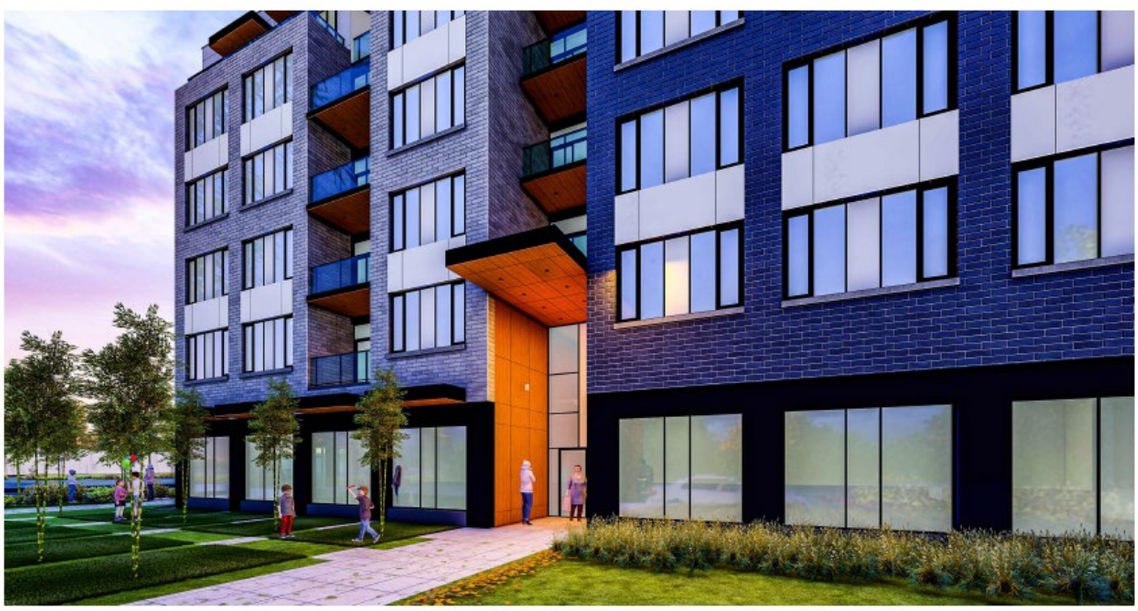
SOUTH WEST

NORTH WEST

NORTH EAST

SAVOY - WHARNCLIFFE INTERSECTION

LOOKING SOUTH - WHARNCLIFFE



SAVOY - REAR

Bill No. 330
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3510-3524 Colonel Talbot Road.

WHEREAS 2857082 Ontario Inc. have applied to rezone an area of land located at 3510-3524 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 3510-3524 Colonel Talbot Road, as shown on the attached map comprising part of Key Map No. A112, from an Urban Reserve (UR4) Zone **TO** a Holding Residential R8 Special Provision Bonus (h-18*R8-4(_)) Zone.

2) Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:

) R8-4(_) 3510 & 3524 Colonel Talbot Road

a) Additional permitted uses, limited to the first floor

i) Bake shop
ii) Commercial recreation establishment
iii) Convenience store
iv) Food stores
v) Office, business
vi) Office, service
vii) Office, professional
viii) Personal service establishments
ix) Pharmacy
x) Retail store
xi) Restaurants

b) Regulations

i)	Front and Exterior Side Yard Depth (Minimum)	1.0 metres (3.3 feet)
ii)	Front and Exterior Side Yard Depth (Maximum)	3.0 metres (9.8 feet)
iii)	Height (Maximum)	the lesser of 15.0 metres, or 4 storeys
iv)	Density	87 units per hectare
v)	Gross Floor Area for Additional Permitted Uses (Maximum)	435.0 square metres (4682.3 square feet)
vi)	Parking (Minimum)	60 spaces

vii) Notwithstanding the Site Plan Control By-law, setback for the parking area from south property line shall be 3.0 metres (9.8 feet).

viii) The primary entrance of commercial units shall be oriented to adjacent streets.

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.

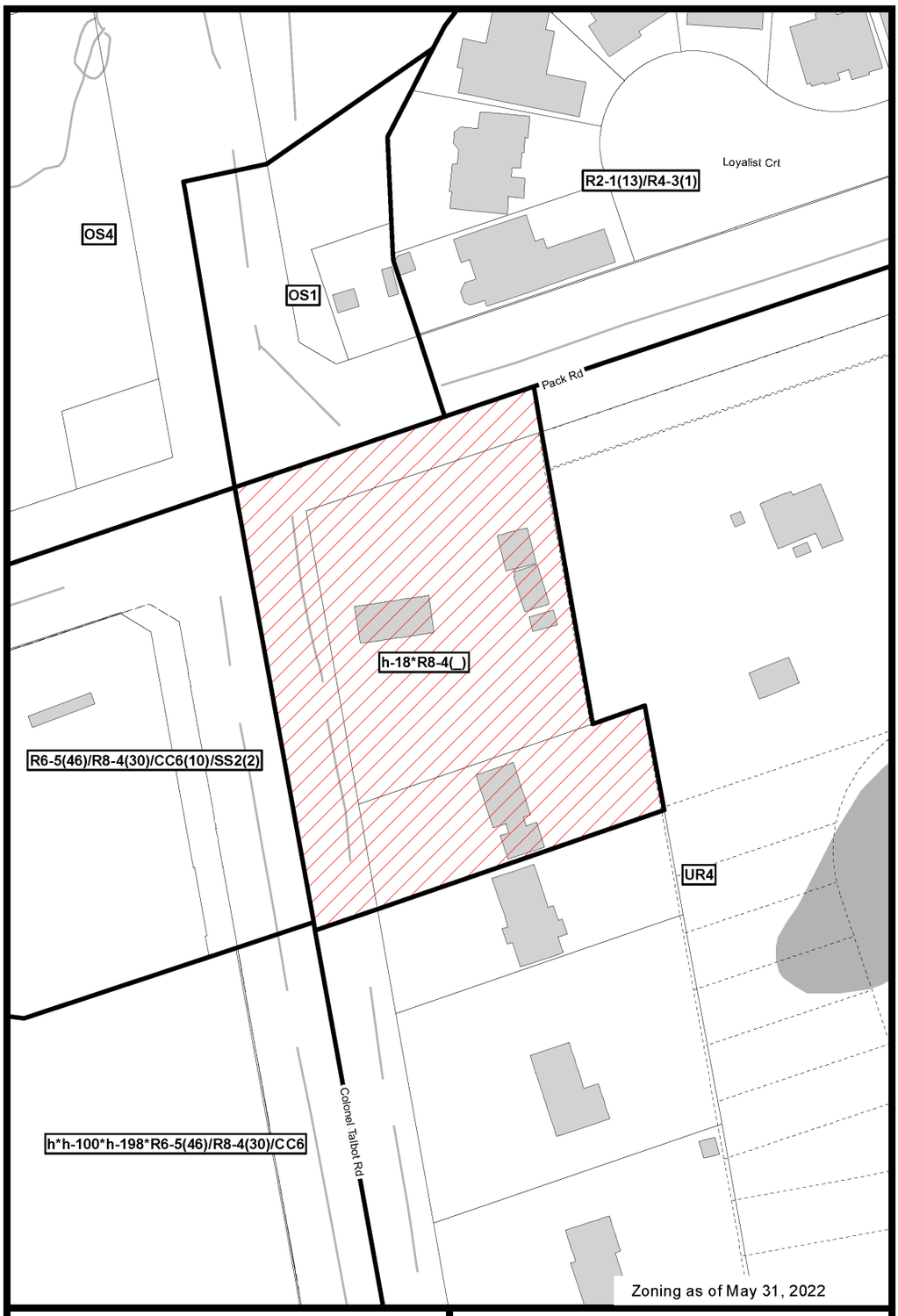
PASSED in Open Council on August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

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



File Number: Z-9491

Planner: NP

Date Prepared: 2022/06/13

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:1,000

0 5 10 20 30 40 Meters

Geodatabase

Bill No. 331
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 574 Southdale Road East.

WHEREAS Mansion Homes (1991097 Ontario Inc) have applied to rezone an area of land located at 574 Southdale Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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 574 Southdale Road East, as shown on the attached map comprising part of Key Map No. A107, from a Residential R3 (R3-2) Zone to a Residential R5 Special Provision (R5-7(_)) Zone.

2) Section 9.4 of the Residential R5 Zone is amended by adding the following Special Provision:

) R5-7(_)

a) Regulations

i) Front Yard and Exterior Side Yard Depth
(Minimum) 1.5 metres
(Maximum) 4.5 metres (where more than one building is to be developed on a lot, the maximum front and exterior side yard depth shall only apply to the building nearest to the lot line shared with the street)

ii) Interior and Rear Yard Depth
(Minimum)

Interior (First 30 metres of Lot Depth): 1.8 metres when the end wall of a unit contains no windows to habitable rooms, or 6.0 metres when the wall of a unit contains windows to habitable rooms

Interior (remainder): 3.0 metres when the end wall of a unit contains no windows to habitable rooms, or 5.4 metres (west) and 3.0 metres (east) when the wall of a unit contains windows to habitable rooms.

Rear: 1.0 metres per 1.0 metres of main building height but in no case less than 6.0 metres.

iii) Density (Maximum) 70 units per hectare

iv) Parking (Minimum) 1 space per unit

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.

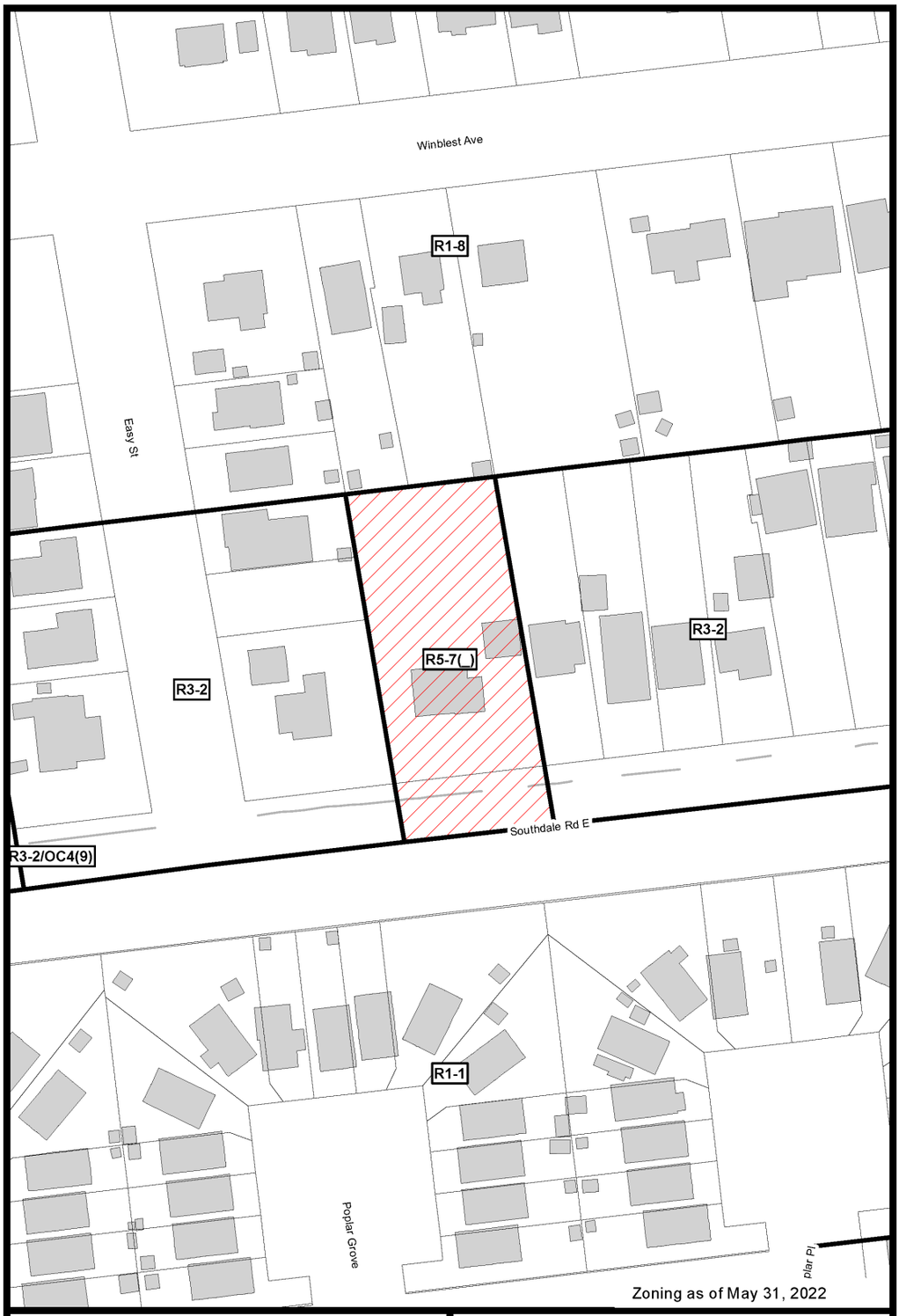
PASSED in Open Council on August 2, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – August 2, 2022
Second Reading – August 2, 2022
Third Reading – August 2, 2022

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



File Number: Z-9481

Planner: CP

Date Prepared: 2022/06/22

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:1,000

0 5 10 20 30 40 Meters

Geodatabase