Council
Agenda

12th Meeting of City Council

September 6, 2022

4:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Metis and Inuit people today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact councilagenda@london.ca or 519-661-2489 ext. 2425.

Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

2.1. His Worship the Mayor recognizes the 2022 Queen Elizabeth Scholarships Recipients (Virtual Recognition)

Richard Ding, London Central Secondary School with a 99.17% average
Paige Evoy-Smith, A.B. Lucas Secondary School with a 99.00% average
Ballerina Liang, London Central Secondary School with a 99.00% average
Nicolas Seglenieks, Saunders Secondary School with a 99.00% average
John Matti, Regina Mundi Catholic College with a 99.00% average

2.2. His Worship the Mayor Recognizes City of London Employees who have achieved 25 Years of Service during 2022:

From Enterprise Supports: Lori Cruthers, Jennifer MacArthur
From Environment and Infrastructure: Steven Pitt, Chris Webb
From Finance Supports: Cathy Gallant, Stan LeBlanc, D. Jeffrey Moody, David Myall
From Planning & Economic Development: Karen Kosir, June-Anne Reid, Anna Serrano
From Social and Health Development: Paula Barbosa, Elma Bravo, Lauralee Brown, Steve Coughlin, Suzanne Heycock, Christie Mills, Manolita Pace, Amy Lynn Ruttinger, Reena Singh, Janice Thompson, Editha Vergara, Karen Webb
From London Police Services: David Askew, Sgt. Sherri Baltzer, Donna Broydell, Cindy Mitchell

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. 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. (6.1/12/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/12/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/12/CSC)

4.4. Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City. (6.4/12/CSC)

4.5. London Plan Site Specific Appeals - Instructions

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/14/PEC)

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

5.1. 11th Meeting held on August 2, 2022 8

6. Communications and Petitions

6.1. 3700 Colonel Talbot Road and 3645 Bostwick Road (Z-9521)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #7 (3.2) of the 14th Report of the Planning and Environment Committee)

1. A. Soufan, President, York Developments 105

6.2. 712 Base Line Road East (Z-9474)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #13 (3.8) of the 14th Report of the Planning and Environment Committee)

1. M. Poddar, Planner II, SBM and D. Traher, VP, Westdell Development Corp. 113

6.3. 1737 Richmond Street (Z-9470)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #14 (3.9) of the 14th Report of the Planning and Environment Committee)

1. S. Rasanu, Planner, SBM and D. Traher, VP, Westdell Development Corp. 119

6.4. 183 and 197 Ann Street

(Refer to the Planning and Environment Committee Stage for Consideration with Item #16 (4.1) of the 14th Report of the Planning and Environment Committee)

1. H. Elmslie 124

2. M. Coles 125

3. A.M. Valastro 126

7. Motions of Which Notice is Given

8. Reports

8.1. 12th Report of the Strategic Priorities and Policy Committee 127

1. Disclosures of Pecuniary Interst

2. (2.1) 3rd Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

3. (2.2) Municipal Accommodation Tax - Amended By-law to Include Short-Term Accommodations (Relates to Bill No. 339)

4. (4.1) Allocation of Remaining London Community Recovery Network (LCRN) Funding

8.2. 12th Report of the Corporate Services Committee 129

1. Disclosures of Pecuniary Interest

2. (2.1) Declare Surplus - City-Owned Closed Road Allowance - Upper Canada Crossing

3. (2.2) Municipal Compliance Audit Committee (Relates to Bill No.'s 336 and 337)

4. (4.1) Application - Issuance of Proclamation - Rail Safety Week 2022

5. (4.3) Application - Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation

6. (4.4) Application - Issuance of Proclamation - Canadian Islamic History Month (2007) and Ontario Islamic Heritage Month (2016)

7. (4.2) Application - Issuance of Proclamation - Wrongful Conviction Day

8.3. 11th Report of the Civic Works Committee 133

1. Disclosures of Pecuniary Interest

2. (2.1) Amendments to the Traffic and Parking By-Law (Relates to Bill No. 346)

3. (2.2) Vauxhall Wastewater Treatment Plant Rotating Drum Thickener Equipment Single Source

4. (2.3) Basement Flooding Grant Program By-Law Amendment (Relates to Bill No. 338)

5. (2.4) Consultant Design Fee Extension Award Labatt Sanitary Siphon

6. (3.1) 2021 London Transit Commission Annual Report

7. (5.1) Deferred Matters List

8.4. 14th Report of the Planning and Environment Committee 136

1. Disclosures of Pecuniary Interest

2. (2.1) 4th Report of the Community Advisory Committee on Planning

3. (2.3) Byron Gravel Pits Secondary Plan - Update

4. (2.4) Building Division Monthly Report - June 2022

5. (2.2) 3493 Colonel Talbot Road - Request for Extension of Draft Plan Approval (39T-14504)

6. (3.1) Zoning By-law: Patio Restrictions

7. (3.2) 3700 Colonel Talbot Road and 3645 Bostwick Road (Z-9521) (Relates to Bill No. 347)

8. (3.3) 140-142 Wellington Street - Request to Remove Properties from the Register of Cultural Heritage Resources

9. (3.4) Demolition Request for Heritage Designated Property at 520 Ontario Street, Old East Heritage Conservation District

10. (3.5) 767 Fanshawe Park Road East (Z-9499) (Relates to Bill No. 348)

11. (3.6) A Portion of 4519, 4535 & 4557 Colonel Talbot Road (Z-9433) (Relates to Bill No. 349)

12. (3.7) 604 Beaverbrook Avenue (OZ-9483) (Relates to Bill No.'s 340 and 350)

13. (3.8) 712 Baseline Road East (Z-9474) (Relates to Bill No. 351)

14. (3.9) 1737 Richmond Street (Z-9470) (Relates to Bill No. 352)

15. (3.10) 21-41Meadowlily Road North and 20 Norlan Avenue (OZ-9500) (Relates to Bill No.'s 341 and 353)

16. (4.1) 183 and 197 Ann Street - Proposed Designation By-laws Under Part IV, Section 29 of the Ontario Heritage Act - Consideration of Objections (Relates to Bill No.'s 344 and 345)

17. (4.2) 1067, 1069 and 1071 Wellington Road (OZ-9263 / Z-9264) (Relates to Bill No's. 342 and 354)

8.5. 10th Report of the Community and Protective Services Committee 183

1. Disclosures of Pecuniary Interest

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

3. (2.2) 2nd Report of the Animal Welfare Community Advisory Committee

4. (2.3) Information Report on Line of Sight for the Emergency Communications System

5. (2.4) Occupant Noise Enforcement - Pilot Project

6. (3.1) Adult Live Entertainment Parlour - Relocation Request (from 2010 Dundas Street to 238 Dundas Street)

7. (3.2) Adult Entertainment Body-Rub Parlour - Relocation Request (from 802 Exeter Road to 232 Dundas Street)

8. (5.1) Deferred Matters List

9. Added Reports

9.1. 12th 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. 335 By-law No. A.-_____-___ 192

A by-law to confirm the proceedings of the Council Meeting held on the 6th day of September, 2022. (City Clerk)

13.2. Bill No. 336 By-law No. A.-_____-___ 193

A by-law to establish the 2022 Municipal Election Compliance Audit Committee in accordance with Section 88.37 of the Municipal Elections Act, 1996, as amended. (2.2a/12/CSC)

13.3. Bill No. 337 By-law No. A.-_____-___ 197

A by-law to approve the appointments to the Municipal Election Compliance Audit Committee for the 2022 Municipal Election in accordance with Section 88.37 of the Municipal Elections Act, 1996, as amended. (2.2b/12/CSC)

13.4. Bill No. 338 By-law No. A.-7562(_)-___ 198

A by-law to amend By-law No. A.-7562-160, as amended, being “A by-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector and Storm Drain Connection Grant Program By-law” by deleting Schedule “A” to the By-law and by replacing it with a new Schedule “A” to clarify language and terminology within the By-law and revise the funding upset limits to account for inflation. (2.3/11/CWC)

13.5. Bill No. 339 By-law No. A.-8290(_)-___ 207

A by-law to amend By-law No. A.-8290-227, 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.” (2.2/12/SPPC)

13.6. Bill No. 340 By-law No. C.P.-1512( )-___ 208

A by-law to amend The Official Plan for the City of London, 2016 relating to 604 Beaverbrook Avenue. (3.7a/14/PEC)

13.7. Bill No. 341 By-law No. C.P.-1512( )-___ 212

A by-law to amend The Official Plan for the City of London, 2016 relating to 21-41 Meadowlily Road North and 20 Norlan Avenue. (3.10a/14/PEC)

13.8. Bill No. 342 By-law No. C.P.-1512( )-___ 215

A by-law to amend The Official Plan for the City of London, 2016 relating to 1067, 1069, 1071 Wellington Road. (4.2/14/PEC)

13.9. Bill No. 343 By-law No. L.S.P.-_____-___ 219

A by-law to designate 6092 Pack Road to be of cultural heritage value or interest. (2.5/12/PEC)

13.10. Bill No. 344 By-law No. L.S.P.-_____-___ 222

A by-law to designate 197 Ann Street to be of cultural heritage value or interest. (4.1c/14/PEC)

13.11. Bill No. 345 By-law No. L.S.P.-_____-___ 225

A by-law to designate 183 Ann Street to be of cultural heritage value or

interest. (4.1d/14/PEC)

13.12. Bill No. 346 By-law No. PS-114-22____ 228

A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.1/11/CWC)

13.13. Bill No.347 By-law No. Z.-1-22____ 232

A bylaw to amend By-law No. Z.-1 to rezone lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road. (3.2a/14/PEC)

13.14. Bill No. 348 By-law No. Z.-1-22____ 237

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 767 Fanshawe Park Road East. (3.5/14/PEC)

13.15. Bill No. 349 By-law No. Z.-1-22____ 239

A by-law to amend By-law No. Z.-1 to rezone an area of land located 4519, 4535 & 4557 Colonel Talbot Road. (3.6/14/PEC)

13.16. Bill No. 350 By-law No. Z.-1-22____ 242

A by-law to amend By-law No. Z.-1 to rezone an area of land located at Beaverbrook Avenue. (3.7b/14/PEC)

13.17. Bill No. 351 By-law No1. Z.-1-22____ 249

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 712 Base Line Road East. (3.8/14/PEC)

13.18. Bill No. 352 By-law No. Z.-1-22____ 255

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1737 Richmond Street. (3.9/14/PEC)

13.19. Bill No. 353 By-law No. Z.-1-22____ 268

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 21-41 Meadowlily Road North and 20 Norlan Avenue. (3.10b/14/PEC)

13.20. Bill No. 354 By-law No. Z.-1-22____ 272

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1067, 1069, 1071 Wellington Road. (4.2/14/PEC)

14. Adjournment

Council

Minutes

11th Meeting of City Council
August 2, 2022, 4:00 PM

Present:	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, S. Hillier
Absent:	P. Van Meerbergen
Also Present:	J. Taylor, M. Schulthess.
	Remote Attendance: A. Barbon, G. Barrett, M. Butlin, C. Cooper, S. Corman, J. Davison, K. Dickins, T. Fowler, K. Scherr, C. Smith, A. Thompson, B. Warner, B. Westlake-Power

The meeting is called to order at 4:00 PM; it being noted that the following were in remote attendance Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, S. Turner, S. Hillier

1. Disclosures of Pecuniary Interest

Councillor S. Hillier discloses a pecuniary interest in Item 15 (5.1) of the 9th 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 S. Turner discloses a pecuniary interest in Item 7 (4.1) of the 11th Report of the Strategic Priorities and Policy Committee, having to do with 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.

Councillor S. Turner further discloses a pecuniary interest in Items 3 and 4 of the 11th Report of the Council in Closed Session as well as the associated added Bill No.'s 333 and 334, having to do with property acquisitions at 253-255 Wellington Road and 247 Wellington Road by indicating that his home is located near to the properties.

Councillor J. Helmer discloses a pecuniary interest in Item 6 (3.1) of the 11th Report of the Strategic Priorities and Policy Committee and the related Bill No.'s 315 and 316, 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. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

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

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

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 / 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. (6.1/11/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/11/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 / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

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)

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

Absent: (2): M. Salih, and P. Van Meerbergen

Motion Passed (13 to 0)

Council convenes, In Closed Session, from 4:08 PM to 4:34 PM.

Councillor M. Salih enters the meeting at 4:35 PM.

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

5.1 10th Meeting held on July 5, 2022

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

That the Minutes of the 10th Meeting, held on July 5, 2022, BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

6. Communications and Petitions

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

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

6.1 Scanlan Street Connection

1. V. Da Silva
2. McKenzie's Associated Auctioneers
3. J. Hamilton, Gerdau London Metals Recycling

6.2 538 Southdale Road East

1. M. Davis, Siv-ik Planning & Design
2. L. Dann

6.3 574 Southdale Road East

1. M. Davis, Siv-ik Planning & Design
2. L. Dann

6.4 432 Grey Street

1. C. and A. Cameron

6.5 1067, 1069 and 1071 Wellington Road

1. C. O'Brien

2. J. Zaifman

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 9th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 9th Report of the Community and Protective Services Committee BE APPROVED, excluding items 11 (4.3), 13 (4.5) and 15 (5.1).

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 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 hosts a five day event.

Motion Passed

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

Motion made by: M. Cassidy

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

Motion Passed

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

Motion made by: M. Cassidy

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

Motion Passed

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

Motion made by: M. Cassidy

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

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

Motion made by: M. Cassidy

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

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

Motion made by: M. Cassidy

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

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

Motion made by: M. Cassidy

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)

Motion Passed

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

Motion made by: M. Cassidy

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)

Motion Passed

9. (4.1) Fireworks in the City of London

Motion made by: M. Cassidy

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)

Motion Passed

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

Motion made by: M. Cassidy

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)

Motion Passed

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

Motion made by: M. Cassidy

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: (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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

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

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 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)

Motion Passed

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

Motion made by: M. Cassidy

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

Nays: (2): M. van Holst, and M. Hamou

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 2)

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

Motion made by: M. Cassidy

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)

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

That item 13, clause 4.5 be amended by adding the following new part b):

b) that staff BE DIRECTED to include in the 2023 annual budget deliberations, a business case for expanding the neighbourhood decision making program, by doubling the tax levy funding.

Yeas: (8): M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and S. Hillier

Nays: (6): Mayor E. Holder, S. Lewis, M. Hamou, S. Lehman, E. Peloza, and J. Fyfe-Millar

Absent: (1): P. Van Meerbergen

Motion Passed (8 to 6)

Motion made by: M. Hamou
Seconded by: M. Cassidy

That clause 4.5 as amended, BE APPROVED

Yeas: (11): M. van Holst, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, J. Fyfe-Millar, and S. Hillier

Nays: (3): Mayor E. Holder, S. Lewis, and E. Peloza

Absent: (1): P. Van Meerbergen

Motion Passed (11 to 3)

Clause 4.5, as amended, reads as follows:

That the following actions be taken with respect to the communication dated July 17, 2022, from Councillor M. van Holst, with respect to a Neighbourhood Decision Making Expansion Business Case:

a) the above-noted communication, BE RECEIVED; and,

b) that staff BE DIRECTED to include in the 2023 annual budget deliberations, a business case for expanding the neighbourhood decision making program, by doubling the tax levy funding.

15. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022, BE RECEIVED.

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022, BE RECEIVED, excluding item 1.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Motion made by: M. Cassidy

That Item 1 of the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022, BE RECEIVED.

Yeas: (13): 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, and J. Fyfe-Millar

Recuse: (1): S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

8.2 11th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 11th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding items 6 (3.1) and 7 (4.1).

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

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.

Motion Passed

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

Motion made by: J. Morgan

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

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

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, 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

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

Motion made by: J. Morgan

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

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

Motion made by: J. Morgan

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.

Motion Passed

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

Motion made by: J. Morgan

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 l Directors to the London & Middlesex Community Housing Board of Directors for the term ending December 31, 2024;

- Phil Squire
- John Corboy

Motion Passed

Motion made by: J. Morgan

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.

Motion Passed

9. (4.3) Argyle Business Improvement Association Budget Request

Motion made by: J. Morgan

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.

Motion Passed

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

Motion made by: J. Morgan

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

Recuse: (1): J. Helmer

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

7. (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 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:

· 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.

Motion made by: J. Morgan

Motion to approve the following from clause 4.1:

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:

· 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.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Motion made by: J. Morgan

Motion to approve part b) iii) - Business Case #3

b) the following funding requests BE APPROVED:

iii) Business Case # 3: Argyle BIA Currency Pilot Program;

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Motion made by: J. Morgan

Motion to approve part b) iv) - Business Case #4

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

Recuse: (1): S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

Motion made by: J. Morgan

Motion to approve part b) vi) - Business Case #6

b) the following funding requests BE APPROVED:

vi) Business Case # 6: London Tech Talent Growth;

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

8.3 11th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 11th Report of the Corporate Services Committee, BE APPROVED, excluding item 14 (4.3).

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 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) Strategic Advocacy Framework Annual Update

Motion made by: S. Lewis

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

3. (2.2) 2021 Investment Report

Motion made by: S. Lewis

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

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

Motion made by: S. Lewis

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

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

Motion made by: S. Lewis

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

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

Motion made by: S. Lewis

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

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

Motion made by: S. Lewis

That the 2nd Report of the County/City Liaison Committee from its meeting held on June 22, 2022 BE RECEIVED.

Motion Passed

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

Motion made by: S. Lewis

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

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

Motion made by: S. Lewis

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

10. (4.2) Issuance of Proclamation

Motion made by: S. Lewis

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

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

Motion made by: S. Lewis

That based on the application from W.E.A.N Community Centre, the month of August 2022 BE PROCLAIMED as Emancipation Month.

Motion Passed

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

Motion made by: S. Lewis

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

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

Motion made by: S. Lewis

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

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

At 5:41 PM, the Mayor places Councillor J. Morgan in the Chair.

At 5:42 PM, the Mayor resumes the Chair.

Motion made by: M. Hamou

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: (12): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, and S. Hillier

Nays: (2): S. Lewis, and J. Fyfe-Millar

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 2)

8.4 10th Report of the Civic Works Committee

Motion made by: E. Peloza

That the 10th Report of the Civic Works Committee, BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Peloza

That it BE NOTED that no disclosures of pecuniary interest were received.

Motion Passed

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

Motion made by: E. Peloza

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

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

Motion made by: E. Peloza

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

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

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 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

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

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 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

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

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 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

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

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 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

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

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 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

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

Motion made by: E. Peloza

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

10. (2.10) Strategic Plan Variance Report

Motion made by: E. Peloza

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

11. (2.11) Municipal Waste & Resource Materials Collection By-law Amendment (Relates to Bill No. 325)

Motion made by: E. Peloza

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

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

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 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)

Motion Passed

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

Motion made by: E. Peloza

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.

Motion Passed

14. (5.1) Deferred Matters List

Motion made by: E. Peloza

That the Civic Works Committee Deferred Matters List as at July 18, 2022, BE RECEIVED.

Motion Passed

8.5 13th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 13th Report of the Planning and Environment Committee BE APPROVED, excluding items 14 (3.6) and 18 (3.10);

it being noted that any and all written submissions relating to application(s) that were made to the Planner on file, the Planning and Environment Committee and to the Municipal Council, as well as oral submissions made at the public meeting held under the Planning Act have been, on balance, taken into consideration by Council as part of its deliberations regarding these matters.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

1. Disclosure of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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

Motion made by: A. Hopkins

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

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

Motion made by: A. Hopkins

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 ~~attached~~ communication, 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

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

Motion made by: A. Hopkins

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

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

Motion made by: A. Hopkins

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 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

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

Motion made by: A. Hopkins

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

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

Motion made by: A. Hopkins

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

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

Motion made by: A. Hopkins

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

Motion Passed

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

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 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)

Motion Passed

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

Motion made by: A. Hopkins

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)

Motion Passed

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

Motion made by: A. Hopkins

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. 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. 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)

Motion Passed

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

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 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)

Motion Passed

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

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 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)

Motion Passed

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

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 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)

Motion Passed

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

Motion made by: A. Hopkins

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)

Motion Passed

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

Motion made by: A. Hopkins

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)

Motion Passed

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

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 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. (2022-D04)

Motion Passed

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

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

Nays: (2): A. Hopkins, and S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 2)

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

Motion made by: S. Lehman

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: (2): M. Salih, and J. Helmer

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

Absent: (1): P. Van Meerbergen

Motion Failed (2 to 12)

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

That the following actions be taken with respect to the application of Century Centre Developments Inc. relating to the property located at 1067-1071 Wellington Road:

(a) The proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting on August 2, 2022 to amend The London Plan to ADD a Specific Policy in the Transit Village Place Type to permit a maximum height of 27 storeys, and by ADDING the subject lands to Map 7 – Specific Area Policies.

(b) The proposed ~~attached~~ BE INTRODUCED at the Municipal Council on August 2, 2022 to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM an Associated Shopping Area (ASA1/ASA3) Zone TO a Business District Commercial Special Provision Bonus (BDC( )*B-( )) Zone.

The Bonus Zone shall be implemented through one or more agreements to facilitate 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) High Level of Design Standards

The building design and site plan 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 to be implemented through a development agreement:

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. Step-back along Wellington Road to enhance a pedestrian oriented street wall;
b. use of clear glass material and clear glazing with interior spaces visible from the outdoors, with overhead projecting canopies for all entrances and lining the pedestrian-oriented street wall frontages.
c. A significant break in the podium along Wellington Road at the 8th storey of the building between Towers A and B, to break up the long façade and promote a human scale, pedestrian oriented environment.

Tower Features
a. Step-back of the towers, from the podium to the greatest extent possible on all street facing facades;
b. use of transparent balcony barriers;
d. Further mitigation of building mass by varying and articulating the plane of all facades.

Rear Yard Setback
a. Read yard setback will be at 0.75
Building Cap Features
a. Though Site Plan Review ensure the use of building step-back at the top storey, with mechanical penthouse adequately concealed in the building's top storey.

iii) Site Landscaping
Through Site Plan Review ensure all-season landscaping and foundation planting along any large expanses of walls facing public streets, internal drive aisles, and mid-block connections.

2) Provision of Affordable Housing
i) affordable housing units will be provided in the development, representative of the bedroom and unit mix of the overall building comprised of
28 one-bedroom units; and
27 two-bedroom units; and
10 three-bedroom units
ii) The affordable housing units to be proportionately distributed among the first three 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 35 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.

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

it being noted that any and all written submissions relating to application(s) that were made to the Planner on file, the Planning and Environment Committee and to the Municipal Council, as well as oral submissions made at the public meeting held under the Planning Act have been, on balance, taken into consideration by Council as part of its deliberations regarding these matters. (2022-D04)

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

That the meeting recess at this time, for 15 minutes.

Motion Passed

The Council recesses at 7:06 PM and resumes at 7:37 PM, with all members present excluding Councillor P. Van Meerbergen.

Motion made by: J. Morgan
Seconded by: E. Peloza

That the motion of Councillors E. Peloza and S. Lewis, and the associated by-laws, related to the applications for the properties located at 1067, 1069 and 1071 Wellington Road (OZ-6263/ Z-9264), BE REFERRED back to the Civic Administration in order to review and that this matter may be brought forward to the August 22, 2022 Planning and Environment Committee meeting.

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

Nays: (2): A. Hopkins, and S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 2)

9. Added Reports

9.1 11th Report of Council in Closed Session

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

1. Awarding of the 2022 Queen Elizabeth Scholarships

That, on the recommendation of the City Clerk, the following actions be taken in connection with the awarding of the 2022 Queen Elizabeth Scholarships:

a) in recognition of achieving the highest scholastic achievement in their graduating year, the following student BE AWARDED the 2022 Queen Elizabeth Scholarship, in the amount shown:

Richard Ding, London Central Secondary School (99.17% average): $2,000

b) notwithstanding the Council Policy, which provides for Queen Elizabeth Scholarships in the amount of $2,000 each, to be granted by the City of London in each school year, for admission to any University, to the two students with the highest scholastic achievement, the following four students BE AWARDED the 2022 Queen Elizabeth Scholarships, in the amounts shown:

Paige Evoy-Smith, A.B. Lucas Secondary School (99.00%): $2,000
Ballerina Liang, London Central Secondary School (99.00%): $2,000
Nicolas Seglenieks, Saunders Secondary School (99.00%): $2,000
John Matti, Regina Mundi Catholic College (99.00% average): $2,000

c) the City Clerk BE DIRECTED to bring forward, to a future meeting of the Community and Protective Services Committee, proposed amendments to the Queen Elizabeth Scholarship Policy that can provide for steps when the candidates for the highest scholastic achievement in a given year exceeds two, as currently provided for in the Policy.

2. Lease Agreement – (Former HDC Office) – 520 Wellington Street, Units 7-8, Centennial House – Municipal Housing Development

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Municipal Housing Development and on the advice of the Director, Realty Services, with

respect to the Lease Agreement of commercial office space located at 520 Wellington Street, Units 7-8 (Centennial House), the new Lease Agreement (the "Lease"), attached as Appendix "A", between the City and Centennial House Limited (the "Landlord"), for the lease of approximately 3,000 square feet of rentable space located at 520 Wellington Street, Units 7-8, for a term of Two (2) Years and Six (6) Months, for the City's Municipal Housing Development, at a net rent of $9.75 per square foot in year 1, $10.00 per square foot in year 2, and $10.25 per square foot in the remaining Six (6) months in year 3 with Two (2) further options to renew for Two (2) Years BE APPROVED.

3. Property Acquisition – Wellington Gateway Project – 253-255 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 253-255 Wellington Road, further described as Lots 32 & 33, Plan 452 (4th), being all of PIN 08364-0022 (LT), containing an area of approximately 9,213.9 square feet, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by Danny Deep and Faddy Deep (the "Vendor"), to sell the subject property to the City, for the sum of $1,145,000.00 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 – 247 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 247 Wellington Road, further described as Part of Lots 29 & 30, Plan 452 (4th), in the City of London, County of Middlesex, As in Inst. No LC116932, being all of PIN 08364-0019 (LT), (the "Property"), containing an area of approximately 4,725.35 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 Miroslaw Cichewcz (the "Vendor"), to sell the subject property to the City, for the sum of $500,000.00 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".

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

Motion to approve items 3 and 4,

3. Property Acquisition – Wellington Gateway Project – 253-255 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 253-255 Wellington Road, further described as Lots 32 & 33, Plan 452 (4th), being all of PIN 08364-0022

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a) the offer submitted by Miroslaw Cichewcz (the "Vendor"), to sell the subject property to the City, for the sum of $500,000.00 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: (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

Recuse: (1): S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

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

Motion to approve parts 1 and 2

1. Awarding of the 2022 Queen Elizabeth Scholarships

That, on the recommendation of the City Clerk, the following actions be taken in connection with the awarding of the 2022 Queen Elizabeth Scholarships:

a) in recognition of achieving the highest scholastic achievement in their graduating year, the following student BE AWARDED the 2022 Queen Elizabeth Scholarship, in the amount shown:

Richard Ding, London Central Secondary School (99.17% average): $2,000

b) notwithstanding the Council Policy, which provides for Queen Elizabeth Scholarships in the amount of $2,000 each, to be granted by the City of London in each school year, for admission to any University, to the two students with the highest scholastic achievement, the following four

students BE AWARDED the 2022 Queen Elizabeth Scholarships, in the amounts shown:

Paige Evoy-Smith, A.B. Lucas Secondary School (99.00%): $2,000
Ballerina Liang, London Central Secondary School (99.00%): $2,000
Nicolas Seglenieks, Saunders Secondary School (99.00%): $2,000
John Matti, Regina Mundi Catholic College (99.00%): $2,000

c) the City Clerk BE DIRECTED to bring forward, to a future meeting of the Community and Protective Services Committee, proposed amendments to the Queen Elizabeth Scholarship Policy that can provide for steps when the candidates for the highest scholastic achievement in a given year exceeds two, as currently provided for in the Policy.

2. Lease Agreement – (Former HDC Office) – 520 Wellington Street, Units 7-8, Centennial House – Municipal Housing Development

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Municipal Housing Development and on the advice of the Director, Realty Services, with respect to the Lease Agreement of commercial office space located at 520 Wellington Street, Units 7-8 (Centennial House), the new Lease Agreement (the "Lease"), attached as Appendix "A", between the City and Centennial House Limited (the "Landlord"), for the lease of approximately 3,000 square feet of rentable space located at 520 Wellington Street, Units 7-8, for a term of Two (2) Years and Six (6) Months, for the City's Municipal Housing Development, at a net rent of $9.75 per square foot in year 1, $10.00 per square foot in year 2, and $10.25 per square foot in the remaining Six (6) months in year 3 with Two (2) further options to renew for Two (2) Years BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

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

That Introduction and First Reading of Bill No.'s 311 to 331, and exclusive of Bill No.'s 315, 316 and 318, and the added Bill No.332, BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

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

That Second Reading of Bill No.'s 311 to 331, and exclusive of Bill No.'s 315, 316 and 318, and the added Bill No.332, BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

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

That Third Reading and Enactment of Bill No.'s 311 to 331, and exclusive of Bill No.'s 315, 316 and 318, and the added Bill No.332, BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

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

That Introduction and First Reading of the Bill No.'s 315 and 316, BE APPROVED.

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

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

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 0)

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

That Second Reading of the Bill No.'s 315 and 316, BE APPROVED.

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

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

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 0)

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

That Third Reading and Enactment of the Bill No.'s 315 and 316, BE APPROVED.

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

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

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 0)

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

That Introduction and First Reading of the Bill No. 318, BE APPROVED.

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

Nays: (2): A. Hopkins, and S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 2)

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

That Second Reading of the Bill No. 318, BE APPROVED.

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

Nays: (2): A. Hopkins, and S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 2)

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

That Third Reading and Enactment of the Bill No. 318, BE APPROVED.

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

Nays: (2): A. Hopkins, and S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 2)

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

That Introduction and First Reading of Added Bill No.’s 333 and 334, BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

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

Reconsideration of the first reading vote for Bill No.'s 333 and 334.

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

Recuse: (1): S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

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

That Introduction and First Reading of Added Bill No.’s 333 and 334, BE APPROVED.

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

Recuse: (1): S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

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

That Second Reading of Added Bill No.’s 333 and 334, BE APPROVED.

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

Recuse: (1): S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

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

That Third Reading and Enactment of Added Bill No.’s 333 and 334, BE APPROVED.

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

Recuse: (1): S. Turner

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

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

That reconsideration of the voting on the readings of Bill No.'s 315 and 316, BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

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

That Introduction and First Reading of the Bill No.’s 315 and 316, BE APPROVED.

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

Recuse: (1): J. Helmer

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

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

That Second Reading of the Bill No.’s 315 and 316, BE APPROVED.

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

Recuse: (1): J. Helmer

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

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

That Third Reading and Enactment of the Bill No.'s 315 and 316, BE APPROVED.

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

Recuse: (1): J. Helmer

Absent: (1): P. Van Meerbergen

Motion Passed (13 to 0)

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

Bill No. 311	By-law No. A.-8286-223 - A by-law to confirm the proceedings of the Council Meeting held on the 2nd day of August, 2022. (City Clerk)
Bill No. 312	By-law No. A.-8287-224 - 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)
Bill No. 313	By-law No. A.-8288-225 - 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)
Bill No. 314	By-law No. A.-8289-226 - 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)
Bill No. 315	By-law No. A.-8290-227 - 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)
Bill No. 316	By-law No. A.-8291-228 - 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)
Bill No. 317	By-law No. C.P.-1512(bo)-229 - A by-law to amend The Official Plan for the City of London, 2016 relating to 18 Elm Street. (3.4a/13/PEC)
Bill No. 318	By-law No. C.P.-1512(bp)-230 - A by-law to amend the Official Plan for the City of London, 2016 relating to the Parking Standards Review. (3.6a/13/PEC)
Bill No. 319	By-law No. C.P.-1512(bq)-231 - 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)
Bill No. 320	By-law No. C.P.-1580-232 - 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)
Bill No. 321	By-law No. CPOL.-228(b)-233 - 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)
Bill No. 322	By-law No. S.-6200-234 - A by-law to stop up and close Princess Street. (2.9/10/CWC)

Bill No. 323	By-law No. S.-6201-235 - 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)
Bill No. 324	By-law No. S.-6202-236 - 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
Bill No. 325	By-law No. WM-12-22020 - A by-law to amend the Municipal Waste & Resources Collection By-law WM-12. (2.11/10/CWC)
Bill No. 326	By-law No. Z.-1-223044 - 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)
Bill No. 327	By-law No. Z.-1-223045 - 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)
Bill No. 328	By-law No. Z.-1-223046 - 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)
Bill No. 329	By-law No. Z.-1-223047 - 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)
Bill No. 330	By-law No. Z.-1-223048 - 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)
Bill No. 331	By-law No. Z.-1-223049 - 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)
Bill No. 332	By-law No. A.-8292-237 - A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and Centennial House Limited, for the lease of office space located at 520 Wellington Street being Units 7-8, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/11/CSC)
Bill No. 333	By-law No. A.-8293-238 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Danny Deep and Faddy Deep, for the acquisition of the property located at 253-255 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. (6.3/11/CSC)

Bill No. 334	By-law No. A.-8294-239 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Miroslaw Cichewcz, for the acquisition of the property located at 247 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 (6.4/11/CSC)

14. Adjournment

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

That the meeting be adjourned.

Motion Passed

The meeting adjourned at 8:37 PM

_____

Ed Holder, Mayor

_____

Michael Schulthess, City Clerk

Appendix A – Lease Agreement

CENTENNIAL HOUSE LIMITED

- and -

THE CORPORATION OF THE CITY OF LONDON

LEASE

Municipal Address of Property:

Units 7-8,
520 Wellington Street
London, Ontario

Morrison Brown Sosnovitch LLP
Barristers and Solicitors
1 Toronto Street
P.O. Box 28, Suite 910
Toronto, Ontario M5C 2V6

Phone: (416) 368-0600
Fax: (416) 368-6068

MBS:01217809-3 - 20170806

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SCHEDULES

Schedule "A" Rules and Regulations
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THIS LEASE, dated the 12th day of July, 2022, is made and entered into by the Landlord and Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

RECITALS

WHEREAS Housing Development Corporation, London (the "**Current Tenant**") is the current tenant of the Premises (as defined below) by way of a lease dated September 7, 2017 (the "**Previous Tenancy**");

AND WHEREAS this Lease is subject to the Landlord obtaining vacant possession of the Premises on or before March 1, 2023 from the Current Tenant;

NOW THEREFORE in consideration of the premises and the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed and declared between the parties as follows:

ARTICLE 1.0 - BASIC TERMS, SCHEDULES, DEFINITIONS

1.01 BASIC TERMS

(a) (i) Landlord: **CENTENNIAL HOUSE LIMITED**

(ii) Landlord Address: c/o Briarlane Rental Property Management Inc.
85 Spy Court, Suite 100
Markham, Ontario L3R 4Z4
Tel No. (905) 944-9406 Fax No.: (905) 944-9083

(b) Tenant: **THE CORPORATION OF THE CITY OF LONDON**

(c) Indemnifier: n/a

(d) Premises: Units 7-8
520 Wellington Street
London, Ontario

(e) Floor Area: Three Thousand Four Hundred and Eighty Seven (3,487) square feet. The Floor Area for the purposes of determining Rent payable hereunder shall be Three Thousand (3,000) square feet.

(f) (i) Term: Two (2) years and six (6) months

(ii) Commencement Date: March 1, 2023, provided the Landlord has received vacant possession of the Premises in connection with the Previous Tenancy on or before the Commencement Date

(iii) Termination Date: August 31, 2025

(iv) Extension Options: Two (2) terms of two (2) years each consecutive to the term of this Lease on the terms and conditions as more specifically provided for in Schedule "C" hereto.

(g) Basic Rent - Semi-Gross:

Period	Rent per Sq. Foot	Rent per Annum	Rent per month
March 1, 2023 to February 29, 2024	$9.75	$29,250.00	$2,437.50
March 1, 2024 to February 28, 2025	$10.00	$30,000.00	$2,500.00
March 1, 2025 to August 31, 2025	$10.25	$30,750.00	$2,562.50

		The Tenant shall pay to the Landlord any goods and services tax, including harmonized sales tax or other value added taxes or similar taxes levied or assessed on rents payable hereunder. A failure to pay such taxes shall be a default of this Lease and shall be treated as if it were a failure to pay Rent hereunder.
(h)	Use of Premises:	The Premises shall be used only as offices or for such other use as approved in writing by the Landlord.
(i)	n/a:	
(j)	Landlord's Work and/or Tenant's Work:	The Tenant agrees to accept the Premises in its "as is where is" condition.

The foregoing Basic Terms are hereby approved by the parties and that reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable Sections of this Lease where such Basic Terms are more fully set forth.

1.02 SCHEDULES

All schedules to this Lease are hereby deemed incorporated herein and made part of this Lease.

1.03 DEFINITIONS

In this Lease, the following words, phrases and expressions are used with the meanings defined as follows:

1. Additional Rent shall mean all sums of money and charges, other than Basic Rent, which are required to be paid by the Tenant pursuant to any provision of this Lease.

2. Basic Rent means the annual rent plus HST described in Section 1.01(g) hereof.

3. Basic Terms means those terms set out in Section 1.01.

4. Building means the building in which the Premises are located, municipally known as 520 Wellington Street, London, Ontario.

5. Common Areas means all lands, improvements, facilities, utilities, installations and equipment which are provided or designated (and which may be altered, reconstructed, expanded or withdrawn from and added to such designation, all subject to the provisions of this Lease) from time to time by the Landlord for the use by the Tenant and its agents, invitees, servants, employees, licensees and customers in common with others and includes, without limitation, the Parking Areas; sidewalks and landscaped areas; loading areas and freight elevators; pylon signs; electrical systems and equipment; alarm systems; heating, ventilating, air-conditioning, plumbing, drainage and other mechanical systems and equipment; general signs and information facilities; public telephones, public lockers and coat checking facilities; decor, furnishings, fountains and features; public washrooms, maintenance workshops, boiler and fan rooms and trash disposal facilities. Common Areas shall exclude those areas, facilities, utilities, improvements, equipment and installations which are not designated or intended by the Landlord to be leased to, or used by, tenants of the Building.

6. Common Area Costs means all of the Landlord's costs, charges and expenses of repairing, operating, insuring, replacing and maintaining the Complex including the Common Areas from time to time including, without limitation or duplication the following:

   (a) lighting, heating, air-conditioning and supplying water, electricity, fuel and other utilities except to the extent that such costs are charged directly to the tenants by third parties; cleaning; janitorial services and supplies; the cost of any equipment or supplies purchased, leased or rented by the Landlord for maintaining or operating the Complex; trash collection, storage and removal; operation and maintenance of any loading docks and shipping areas; operation and maintenance of public restrooms; snow and ice removal; maintaining exterior areas including exterior walls, doors, windows, signs, fences, Parking Areas, sidewalks, walkways and curbs, landscaping, seasonal displays, including repairing and replacing as necessary; the cost of leasing or purchasing or renting any common signage or directories, the electrical systems and equipment, and the public address, music and alarm systems; planting and landscaping; business taxes, place

of business taxes and other taxes levied in respect of or fairly attributable to the Common Areas; supervising, policing and security; repairs and replacements to the components of the Complex and equipment which by their nature require periodic replacement or substantial repair; Property Taxes, if not already included in Additional Rent pursuant to ARTICLE 6.0; insurance premiums if not already included in Additional Rent; the expense of operating the on-site administration office including office supplies, office expenses and personnel wages and payroll expenses of employees who are responsible for the maintenance or operation of the Complex; bookkeeping, accounting and audit costs;

(b) periodic depreciation, calculated in accordance with generally accepted accounting practice, on the capital cost of machinery, equipment and fixtures which by their nature require periodic replacement or substantial replacement (including without limitation heating, ventilating and air-conditioning equipment and systems, public address, music and alarm systems, maintenance, janitorial and cleaning equipment and machinery, material handling equipment and machinery); plus

(c) an administration fee to the Landlord equal to fifteen percent (15%) of the aggregate of the aforesaid costs, charges and expenses in each year other than those in respect of Property Taxes, insurance premiums, and depreciation.

7. Complex means the lands comprising the premises known municipally as 520 Wellington Street, London, Ontario and all buildings and improvements from time to time erected thereon and their appurtenances, all as the same may be expanded or altered in accordance with this Lease from time to time, excluding any residential components.

8. Fixturing Period means the period commencing on the date set by the Landlord during which the Tenant shall be entitled to access to and possession of the Premises for the purpose of fixturing and stocking the Premises.

9. Floor Area, floor area means the area, expressed in square feet or such other unit as the Landlord may determine, of each floor in each interior rentable premise in the Complex, calculated by measuring from the exterior surfaces of the exterior walls and of all walls adjoining Common Areas, from the center line of party or demising walls separating two or more rentable areas and from the lease line separating areas where no wall exists, all without deduction or exclusion for any space occupied by or used for columns, stairs, elevators, escalators or other interior construction or equipment or for any storefront or doorway areas recessed from the lease line, the confirmation of which by the Landlord's architect is to be conclusive, and when used in respect of the Premises means the area of each floor in the Premises, calculated as aforesaid, as set out in Section 1.01(e). The floor area of kiosks shall be determined by measurement of the Landlord acting reasonably. Notwithstanding anything to the contrary in this Lease, in no event shall the floor area be less than the amount set out in Section 1.01(e).

10. Gross Leaseable Area of the Complex or any specified portion thereof means the aggregate, from time to time, of all leaseable floor areas in all interior rentable premises in the Complex or in such specified portion, as the case may be; provided that the floor areas of any offices, kiosks, any storage spaces, basement areas, mezzanines, temporary display areas and any food supermarkets shall be excluded.

11. HST means the taxes levied, rated, charged or assessed pursuant to The Excise Tax Act in connection with this Lease; the rent payable hereunder and/or services provided to the Tenant by the Landlord.

12. Indemnifier means the party or parties described in Section 1.01(c) and its heirs, executors, administrators and successors.

13. Landlord means Centennial House Limited and its successors and assigns.

14. n/a.

15. Lease means this lease as from time to time amended in writing by the parties hereto.

16. Lease Year means, in the case of the first Lease Year, the period beginning on the earlier of the First Day of the Term set out in Section 1.01(f)(ii) and terminating twelve (12) months from the last day of the month in which the First Day of the Term occurs (except that if the First Day of the Term occurs on the first day of a month, the first Lease Year shall terminate on the day prior to the first anniversary of the First Day of the Term) and, in the case of each subsequent Lease Year, means each twelve (12) month period after the first Lease Year, the last of which shall terminate on the Termination Date.

17. Minimum Rent means the rent set out in Section 1.01(g) and payable in accordance with ARTICLE 4.0.

18. Notice includes without limitation, requests, demands, designations, statements or other writings in this Lease required or permitted to be given by the Landlord to the Tenant or to the Landlord and all originating notices of motion, affidavits and any other ancillary documents in support of all legal proceedings.

19. Parking Areas means the paved portions of the Complex lands which have been and are to be allocated for the parking of motor vehicles, as from time to time altered, reconstructed or expanded, and includes entrances, roads and other means of access thereto and any parking structures or other parking facilities from time to time constructed in the Complex.

20. Premises means that portion of the Complex referred to in Section 1.01(d) hereof.

21. Promotion Fund means the fund maintained by the Landlord with respect to promotional advertising and public relations in connection with the Complex and to which the Tenant shall contribute.

22. Property Taxes means all taxes, rates, duties, assessments, local improvement rates, impost charges or levies which may be levied, rated, charged or assessed against property, whether real or personal, moveable or immoveable, by any authority having jurisdiction, whether municipal, federal, provincial, school board, utility commission or other, now charged or chargeable or hereafter charged or chargeable upon the Complex or upon the Landlord on account thereof, and includes any taxes or levies which may be imposed on the Landlord, or anyone else on account or in lieu thereof, whether or not forming a charge on the property itself, and any other taxes, rates, duties, assessments or levies which may hereafter be levied in lieu of, or of a nature similar to the foregoing, and whether recurring annually or at other intervals or on a special or single instance basis only. In the event that during the Term the legislation enacting Property Taxes is amended to replace the taxes previously levied with a new tax or taxes whether levied on the same basis or a different basis by the same level of government or not, the definition of Taxes shall be amended accordingly with the intent that the tax obligations as previously borne by the Tenant shall not be shifted from the Tenant to the Landlord.

23. Proportionate Share of Tenant, Tenant's Proportionate Share means, in respect of each item or category of Additional Rent relating to the Premises and any or all other rental premises in the Complex, that proportion of the amount of such item or category of Additional Rent which the Floor Area of the Premises bears to the Gross Leaseable Area of either the Complex or of the portion of the Complex, including the Premises, to which such item or category of Additional Rent relates, as the case may be.

24. Rent means the Semi-Gross Rent, Additional Rent and any other amount payable by the Tenant pursuant to this Lease.

25. Rules and Regulations means those rules and regulations attached to this Lease as Schedule "A" and all amendments and additions thereto made by the Landlord in accordance with this Lease.

26. Semi-Gross Rent means the annual rent plus HST described in Section 1.01(g) hereof.

27. Tenant means the party or parties described in Section 1.01(b) and its heirs, executors, administrators, successors and permitted assignees thereof.

28. n/a

29. Termination Date means the date set out in Section 1.01(f)(iii).

ARTICLE 2.0 - GRANT OF LEASE

2.01 DEMISE

The Landlord hereby leases to the Tenant and the Tenant leases from the Landlord, for the Term and upon and subject to the covenants and conditions hereinafter expressed, the Premises. The parties having inspected the premises acknowledge that the Tenant agrees to accept the premises in the condition it is in as of the First Day of the Term subject to the performance by the Landlord of any work required to be done by pursuant to any offer to lease or agreement to lease between the parties for these Premises. The Tenant acknowledges that it has inspected the Premises and agrees to accept same in an "as-is where is" condition.

2.02 LICENCE TO USE COMMON AREAS

The Landlord grants to the Tenant for the Term as an appurtenant part of this Lease, for use by the Tenant and its agents, invitees, servants, employees, licensees and customers, in common with the Landlord and other tenants of the Complex and their respective agents, invitees, servants, employees, licensees and customers, the non-exclusive right and licence to use the Common Areas for the purposes as provided herein and in accordance with good Complex practice, upon and subject to the covenants and conditions hereinafter expressed, and in particular, without limiting the generality of the foregoing, such right, servitude, right-of-way and licence of use hereby granted to the Tenant shall include:

(a) the right to use the Parking Areas (including the means of pedestrian and vehicular access and the entrances and exits to and from the Complex included therein, but excluding those portions thereof which constitute any outdoor selling areas and other areas allocated to a tenant or licensee on a seasonal or temporary basis while used and occupied) for the purpose of pedestrian and vehicular access to and from the Complex and the parking of vehicles in parking spaces provided therein;

(b) the right of pedestrian passage and repassage through each level and every portion of the Building (but excluding those portions thereof which are occupied by kiosks or allocated to a tenant or licensee on a temporary basis) for the purpose of gaining access to or from every portion of the Complex open to the public; and

(c) the right to use the public washrooms, corridors, entrances and exits to buildings and all other facilities provided for common use and enjoyment as part of the Common Areas.

2.03 RELOCATION OF PREMISES

Tenant agrees that, despite any other provision of this Lease, Landlord has the right at any time during the Term to relocate the Premises to alternative space within the Complex, provided that the new premises (the "New Premises"), as relocated, shall be in all material respects reasonably comparable to the current Premises. In the event the Landlord exercises its right to relocate, the Landlord shall pay, without duplication and upon being furnished with invoices or other proof of payment reasonably satisfactory to the Landlord, the direct out-of-pocket costs incurred by the Tenant solely as a result of relocating to the New Premises. In no case will Tenant be reimbursed or compensated for indirect costs including overhead, overtime charges or loss of profits and Tenant agrees to minimize its costs by re-using all fixtures and trade fixtures where it is feasible to do so in the New Premises. The Tenant will surrender possession of the Premises upon the relocation date set forth in the relocation notice (the "Relocation Date") from the Landlord, failing which Tenant shall be deemed to be overholding in the Premises. Landlord's exercise of its rights under this section does not constitute a re-entry or a breach of Landlord's covenant for quiet enjoyment contained in this Lease or implied by law. The terms and conditions of this Lease shall be deemed to be amended as of the Relocation Date and the New Premises shall be referred to as Premises thereafter.

2.04 SEMI-GROSS LEASE

It is intended that this Lease and the tenancy created hereby is a semi-gross lease and tenancy.

ARTICLE 3.0 - TERM, COMMENCEMENT

3.01 TERM

The Term of this Lease shall be for the period set out in Section 1.01(f)(i), beginning on the First Day of the Term set out in Section 1.01(f)(ii) and terminating on the Termination Date set out in Section 1.01(f)(iii). The Tenant shall occupy the Premises on the First Day of the Term, and subject to the completion of its fixturing of the Premises as soon as reasonably possible thereafter, open for business as soon thereafter as its fixturing is complete.

ARTICLE 4.0 - RENT

4.01 SEMI-GROSS RENT

The Tenant shall pay to the Landlord in and for each Lease Year, Semi-Gross Rent in the amount per annum set out in Section 1.01(g) for the respective Lease Year, by equal consecutive monthly instalments in the amount set out in Section 1.01(g) for such Lease Year, subject to the adjustment provisions of Section 4.02. The Semi-Gross Rent includes the Tenant's share of the Common Area Costs.

4.02 ADJUSTMENT OF SEMI-GROSS RENT

In the event that the Floor Area is revised in accordance with Section 12.05, the Semi-Gross Rent for each Lease Year shall be recalculated automatically by multiplying the revised Floor Area by the amount per square foot set out in Section 1.01(g) for the respective Lease Year and the amount of the equal monthly instalments for such Lease Year shall be deemed to have been amended accordingly. Upon any such revision of Floor Area, the Landlord shall calculate the amount of the difference between the original Semi-Gross Rent and the revised Semi-Gross Rent for the period prior to the date of such revision and, if such amount represents an increase in Semi-Gross Rent, the Tenant shall immediately pay the amount to the Landlord or, if the amount represents a decrease in Semi-Gross Rent, the Landlord shall immediately repay the amount to the Tenant. An adjustment in respect of any earlier payment of the Tenant's Proportionate Share of Additional Rent shall also be made on the same basis.

4.03 PAYMENT OF SEMI-GROSS RENT

The first monthly instalment of Semi-Gross Rent due in accordance with Section 1.01(g), or the appropriate portion thereof calculated in accordance with Section 4.04, shall be paid on or before the Commencement Date and subsequent instalments of Semi-Gross Rent shall be paid strictly in advance on the first day of each and every succeeding month throughout the Term.

4.04 PRO RATA ADJUSTMENT OF RENT

All rent shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate the rental for irregular periods of less than one year or one month, as the case may be, an appropriate pro rata adjustment shall be made in order to compute the rent for such irregular period.

4.05 PAYMENT OF RENT GENERALLY

All payments by the Tenant to the Landlord required or contemplated by this Lease shall be:

(a) paid to the Landlord by the Tenant in lawful currency of Canada;

(b) made when due hereunder, without prior demand therefor and without any set-off, compensation or deduction whatsoever, at the office of the Landlord at the Complex or such other place as the Landlord may designate from time to time to the Tenant;

(c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit;

(d) deemed to be rent, in partial consideration for which this Lease has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in any such payment which may not be expressly said to be rent or Additional Rent;

(e) subject to an overdue charge if any such payment is not made when due, which charge shall be Additional Rent equal to two percent (2%) per month of the overdue amount (but in any case such charge shall be not less than Fifty Dollars ($50.00) per month) payable with the next monthly instalment of Semi-Gross Rent, all without prejudice to any other right or remedy of the Landlord; and

(f) made, if the Landlord so requests by way of a series of cheques, post-dated to the respective due dates of such payments, which the Tenant shall supply to the Landlord at the commencement of each Lease Year or earlier should the Landlord so request, or by way of an automatic debiting system by which payments are deducted from the Tenant's bank account and credited to the Landlord's, all at the Tenant's cost and all without prejudice to any other right or remedy of the Landlord.

4.06 ARBITRATION

In the event of any bona fide dispute arising between the Tenant and the Landlord as to the amount of any rent payable under this Lease which requires calculation, the Tenant shall nevertheless immediately make payment in accordance with any notice from the Landlord but the dispute, at the option of the Landlord or, so long as such payment has been made, the Tenant, shall immediately be referred to an arbitrator agreed upon by the Tenant and the Landlord or, in the event that they cannot agree upon such arbitrator, then the question shall be referred to the arbitration of one arbitrator under the Arbitration Act, of Ontario, and amendments thereto or such other statute or statutes of like effect being in force in Ontario, and such arbitrator, whether agreed upon or appointed under the said statute, shall have access to such records of the parties as may be reasonably necessary and the decision of such arbitrator shall be final and binding

upon the parties. Costs of the arbitration shall follow the award, unless otherwise determined by the arbitrator. Any adjustment in rent required to be made by reason of any such decision of the arbitrator shall be made within fifteen (15) days thereof.

ARTICLE 5.0 - ADDITIONAL RENT

5.01 ADDITIONAL RENT

The Tenant shall pay to the Landlord as Additional Rent the Tenant's Proportionate Share of all Property Taxes attributable to the Complex, in accordance with ARTICLE 6.0 and all other taxes described in Section 6.01 and such other sums, amounts, costs, charges, or increases therein as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Semi-Gross Rent.

5.02 ESTIMATE OF ADDITIONAL RENT

The Landlord may, in respect of the items of the Additional Rent contemplated by Section 5.01, compute bona fide estimates of the amounts which are anticipated to accrue in the next following Lease Year, calendar year or fiscal year, or portion thereof, as the Landlord may determine is the most appropriate period for each item or category of Additional Rent. The Additional Rent for 2023 is currently estimated to be $1.50 per square foot per annum. The Tenant acknowledges that the foregoing is an estimate only and the Landlord shall not be bound by such estimate and the Tenant shall pay the full amount of Additional Rent in accordance with the terms of this Lease

5.03 PAYMENT OF ADDITIONAL RENT

With respect to any Additional Rent which the Landlord elects to estimate from time to time pursuant to Section 5.02, following receipt of the written notice of the estimated aggregate amount of the Tenant's share thereof, the Tenant shall pay to the Landlord the amount of such estimated aggregate share, in equal consecutive monthly instalments payable with monthly instalments of Minimum Renewal when due, pursuant to Section 4.03. With respect to any Additional Rent which the Landlord has not elected to estimate from time to time pursuant to Section 5.02, the Tenant shall pay to the Landlord the amount of the Tenant's share of such Additional Rent, determined pursuant to the applicable provisions of this Lease, within fifteen (15) days of receipt of an invoice therefor.

5.04 PRO RATA ADJUSTMENT OF ADDITIONAL RENT

In the event this Lease commences, expires or is determined before the end of the period for which any item or category of Additional Rent would otherwise be payable, the amount thereof payable by the Tenant shall be apportioned, adjusted and payable by the Tenant as of such date.

5.05 REVIEW OF ADDITIONAL RENT

No party hereto may claim a re-adjustment in respect of any Additional Rent whether paid or payable in instalments or otherwise, if based on any error of estimation, allocation, calculation or computation thereof, unless claimed in writing prior to the expiration of one year from the date of payment.

ARTICLE 6.0 - TAXES

6.01 TAXES

The Tenant shall pay as Additional Rent, a share of the Complex Property Taxes as determined by the Landlord acting reasonably, the cost of making such determination to be included as part of Additional Rent. In making such determination the Landlord shall have the right, without limiting its right to do otherwise, to establish separate assessments for the Premises and all other portions of the Complex by using such criteria as the Landlord acting reasonably, shall determine to be relevant, including, without limitation:

(a) the then current established principles of assessment used by the relevant assessing authorities and on the same basis as the assessments actually obtained for the Complex as a whole or the part thereof in which the Premises are located;

(b) assessments of the Premises and any other portions of the Complex in previous periods of time;

(c) the value of the finishings in the Premises; and

(d) the Tenant's Proportionate Share.

Without restricting the generality of the above the Landlord shall have the right to allocate the Property Taxes calculated as if the Complex was fully occupied. The Landlord shall have the right to collect the Tenant's share of Property Taxes during the months of the year when the same are due to the taxing authority.

6.02 CONTEST OF PROPERTY TAXES

The determination by the Landlord of the Tenant's share of Property Taxes shall be final and binding upon the Tenant. The Tenant is not entitled to contest any Property Taxes or appeal any assessment related thereto.

Property Taxes, or the assessments in respect of Property Taxes which are the subject of any contest by the Landlord shall nonetheless be payable in accordance with the foregoing provisions hereof provided, however, that in the event the Tenant shall have paid any amount in respect of Property Taxes in excess of the amount ultimately found payable as a result of the disposition of any such contest, and the Landlord receives a refund in respect thereof, the appropriate amount of such refund shall be refunded to or credited to the account of the Tenant.

The Tenant shall pay to the Landlord forthwith upon demand, its share as allocated by the Landlord of all costs and expenses of any kind incurred by the Landlord bona fide and acting reasonably in determining the allocation of the Property Taxes or the appeal of any assessment including, without limitation, legal, appraisal, administration and overhead costs.

6.03 TENANT'S TAXES

The Tenant shall pay promptly when due all taxes, rates, duties and fees as may be assessed or levied by any competent authority in respect to or as a result of any business or other activity carried on within or in connection with the Premises. The Tenant shall pay to the Landlord any Goods and Services Tax, Sales Tax, Value Added Tax or similar taxes levied or assessed on rents payable hereunder. A failure to pay the Goods and Services Tax shall be a default of the lease and shall be treated as if it were a failure to pay rent but the Goods and Services Tax shall not be deemed to be rent for the purpose of calculating the amount of Goods and Services Tax exigible.

6.04 FAILURE TO PAY TAXES

Should the Tenant fail to comply with any payment required by the Tenant pursuant to Section 6.01, and subject to rectification of such default within the period set out in Section 16.01, without limiting the generality of Section 16.02, the Landlord may pay all or part of such required payments pursuant to that Section 16.02.

ARTICLE 7.0 - COMMON AREAS

7.01 LANDLORD'S RESPONSIBILITY

The control, general cleanliness, operation and maintenance of the Common Areas shall be the exclusive domain of the Landlord such that the manner in which the Common Areas shall be operated and maintained and the expenditures therefor shall be at the sole discretion of the Landlord, acting reasonably.

7.02 TENANT'S USE OF COMMON AREAS

The non-exclusive right and licence granted to the Tenant, its agents, invitees, servants, employed, licensees and customers pursuant to Section 2.02 may be exercised only during the business hours which pertain under this Lease and subject to the Rules and Regulations of the Complex and to the other provisions of this Lease.

7.03 NO OBSTRUCTION

The Tenant shall not, save to the extent permitted by the Landlord during any general promotional event or as may be otherwise specifically allowed by the Landlord in writing, keep or display any merchandise or other thing on or about the Common Areas or otherwise obstruct the Common Areas. Without limiting the generality of the foregoing, the Tenant shall keep any service corridor leading to and from the Premises free and clear of all obstructions and in the event any governmental authority or other regulatory body having jurisdiction makes a charge against the Landlord, the Tenant, the Complex and the Premises, or any of them, by reason of the Tenant failing to meet the requirements of such authority or body, the Tenant shall pay such charge and if the Tenant fails to do so upon request, the Landlord may pay the amount of such charge and recover the same from the Tenant as Additional Rent.

7.04 TEMPORARY ALLOCATION OF COMMON AREAS

From time to time, the Landlord may permit portions of the Common Areas to be used exclusively by specified tenants or licensees on a seasonal or otherwise temporary basis.

ARTICLE 8.0 - UTILITIES, HVAC COSTS

8.01 HVAC

The Tenant shall maintain and make all repairs and replacements to the HVAC system servicing the Premises at its sole cost and expense, but the Landlord may at its option assume the obligation and in such event the Tenant shall pay to the Landlord, upon demand and as Additional Rent, the cost of such maintenance, repairs and replacements.

8.02 TENANT'S UTILITIES

The Tenant shall pay all rates, charges, costs and expenses as may be assessed or levied and at the rates so assessed or levied by all suppliers of utilities to the Premises including telephone, hydro, gas and water, directly to the supplier thereof. In the event the Tenant fails to pay for such utilities, the Landlord shall have no liability whatsoever for any damage resulting to the Tenant or the Premises as a result of any action taken by the supplier of such utilities.

ARTICLE 9.0 - INSURANCE

9.01 TENANT'S INSURANCE

(a) The Tenant shall take out and keep in full force and effect throughout the Term and during such other time as the Tenant occupies the Premises or any part thereof:

(i) "all risk" insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements, including any leasehold improvements made previously by any tenant or person in the Premises and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, in an amount equal to the full replacement value thereof, which amount shall be determined by the decision of the Landlord, acting reasonable, in the event of a dispute;

(ii) broad boiler and machinery insurance on any such equipment in the Premises;

(iii) comprehensive general liability insurance, including without limitation non-owned automobile insurance, against claims for personal injury, death or property damage or loss upon, in or about the Premises or otherwise howsoever arising out of the operations of the Tenant or any person conducting business from the Premises, to the combined limit as may be reasonably required by the Landlord from time to time but, in any case, of not less than Two Million Dollars ($2,000,000) in respect to injury or death to a single person and in respect of any one accident concerning property damage;

(iv) owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business; and

(v) such other insurance in such amounts and upon such terms as the Landlord may determine from time to time on consultation with its insurance advisors.

(b) Each policy of insurance required of the Tenant as aforesaid except the owned automobile insurance shall name the Landlord, Briarlane Rental Property Management Inc. and any persons or corporations designated by the Landlord as additional named insureds as their interests may appear and shall include a waiver of rights of subrogation against the Landlord, Briarlane Rental Property Management Inc., and the Tenant and, as appropriate, a cross-liability and/or severability of interest clause protecting the Landlord against claims by the Tenant as if the Landlord were separately insured and protecting the Tenant against claims by the Landlord as if the Tenant were separately insured as well as a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord thirty (30) days prior written notice. All such policies will be with insurers acceptable to the Landlord and in a form satisfactory to the Landlord and the Tenant will deliver to the Landlord a copy of all such policies or certificates of such insurance.

9.02 LANDLORD'S INSURANCE

The Landlord shall take out or cause to be taken out and keep or cause to be kept in full force and effect:

(a) standard fire insurance and extended coverage or additional perils supplemental contracts on the buildings and improvements, except foundations, comprising the Complex in an amount such as would be carried by a prudent owner, subject to such deductions and exceptions as the Landlord may determine, against fire and such other hazards covered by policies normally in use from time to time for buildings and improvements of a similar nature similarly situated, including, should the Landlord so elect, insurance to cover any rental loss which may be sustained; and

(b) comprehensive public liability insurance in respect of the Complex of a kind and in an amount such as would be carried by a prudent owner,

provided that nothing herein shall prevent the Landlord insuring with broader coverage.

9.03 INCREASES IN RATES

The Tenant shall not do or omit or permit to be done or omitted upon the Premises anything which shall cause the rate of insurance upon the Complex or any part thereof to be increased or cause such insurance to be cancelled. If the said insurance rate shall be increased as aforesaid, the Tenant shall pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Complex or any part thereof is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any act or omission as aforesaid, the Tenant shall forthwith remedy or rectify such use, occupation, act or omission upon being requested to do so in writing by the Landlord, and if the Tenant shall fail to so remedy or rectify, the Landlord may at its option terminate this Lease forthwith or at its option rectify such default at the Tenant's expense including 15% administration.

ARTICLE 10.0 - USE AND OCCUPATION

10.01 QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment, for so long as the Tenant is not in default hereunder, and except as provided herein.

10.02 USE

The Premises shall not be used for any purpose other than as set forth in Section 1.01(h).

10.03 COVENANT TO OPERATE

Intentionally deleted.

10.04 CHARACTER OF BUSINESS

The Tenant shall operate and conduct its business upon the whole of the Premises in an up-to-date, first class and reputable manner.

10.05 HOURS OF BUSINESS

Intentionally deleted.

10.06 RULES AND REGULATIONS

(a) The Rules and Regulations attached hereto as Schedule A , as the same may be amended from time to time, are part hereof and shall be read as forming part of the terms and conditions of this Lease as if the same were embodied herein.

(b) All Rules and Regulations now or hereafter in force shall in all respects be observed and performed by the Tenant and its employees, agents, customers, licensees and invitees and the Tenant shall cause such observance and performance.

(c) For the enforcement of all Rules and Regulations, the Landlord shall have available to it all remedies in this Lease provided for a breach of any provision hereof and all legal rights and remedies including injunction, whether or not provided for in this Lease, both at law and in equity.

(d) The Landlord shall not be responsible to the Tenant for the nonobservance or violation by any other tenant or person of the Rules and Regulations.

10.07 SIGNS

The Tenant shall erect, install and maintain a sign of a kind and size and in a location, all in accordance with the Landlord's design criteria and as first approved in writing by the Landlord, publicizing the Tenant's operating name, as set forth in Section 1.01(b), and type of business. Any other signs, as well as the advertising practices of the Tenant and any display windows, shall comply with the applicable Rules and Regulations. The Tenant shall not erect, install or maintain any sign other than in accordance with this section.

10.08 COMPLIANCE WITH LAWS

(a) The Tenant shall carry on and conduct its business from the Premises in such manner as to comply with any and all statutes, by-laws, rules and regulations of any Federal, Provincial, Municipal or other competent authority for the time being in force, and shall not do anything upon the Premises in contravention thereof.

(b) For the purposes hereof;

"Environmental Laws" shall mean any laws, by-laws, regulations, ordinances or statutes of any governmental authority having jurisdiction over the Leased Premises relating to protection of the environment or health and safety.

"Noxious Substance" shall mean any substance defined as a contaminant pursuant to Environmental Laws.

The Tenant shall at all times comply with all Environmental Laws and not permit the release of any Noxious Substance and shall indemnify and save the Landlord harmless from any breach thereof. In the event that as a result of an act or omission of the Tenant, its employees, agents, contractors, invitees or other person for whom the Tenant is at law responsible, there is a breach of any Environmental Law or the release of any Noxious Substance, the Landlord shall have the right to enter upon the Premises and rectify such situation and the Tenant shall forthwith upon demand pay the cost of such rectification plus 15% for the Landlord's administration fee in addition to any other remedy of the Landlord. This provision shall survive the termination of this Lease. In the event that the said breach adversely effects the use of other premises within the Building or is of a continuing nature, the Landlord shall in addition to any other rights it may have, have the right to terminate the Lease.

10.09 NUISANCE

The Tenant shall not do or permit to be done or omitted anything which could damage the Complex or injure or impede the business of the Tenant or of other tenants in the Complex or which shall or might result in any nuisance in or about the Premises, whether to the Landlord, any tenant of the Complex or any other party, the whole as determined by the Landlord, acting reasonably. In any of the foregoing events, the Tenant shall forthwith remedy the same and if such thing or condition shall not be so remedied, the Landlord may, after such notice, if any, as the Landlord may deem appropriate in the circumstances, correct such situation at the expense of the Tenant and the Tenant shall pay such expense to the Landlord as Additional Rent.

ARTICLE 11.0 -CLEANING, REPAIR

11.01 CLEANING

(a) The Tenant shall keep the Premises and, without limitation, the inside and outside of all glass, windows and doors of the Premises and all exterior surfaces of the Premises, in a neat, clean and sanitary condition and shall not allow any refuse, garbage or other loose or objectionable or waste material to accumulate in or about the Premises but rather shall dispose of the same in accordance with the Rules and Regulations.

(b) The Tenant shall, immediately before the termination of the Term, wash the floors, windows, doors, walls and woodwork of the Premises and shall not, upon such termination, leave upon the Premises any refuse, garbage or waste material.

(c) The Tenant shall pay for its own janitor service, cleaning of debris, removal of garbage and such other costs as may be incurred in cleaning in accordance with this Section.

(d) In the event the Tenant fails to clean in accordance with this Section upon notice so to do from the Landlord, the Landlord may clean the same and the Tenant shall pay to the Landlord as Additional Rent the cost thereof forthwith upon demand.

11.02 TENANT'S REPAIRS

(a) The Tenant shall repair the Premises, always excepting reasonable wear and tear and repairs which are the responsibility of the Landlord pursuant to this ARTICLE 11.0, but including any damage to or breakage of glass, plate glass, shop windows, mouldings, storefronts, signs, doors, hardware, lighting, wiring, plumbing, heating and ventilating and other equipment, improvements partitions, walls, fixtures, thresholds and all trade fixtures and furnishings of the Tenant or otherwise in or for the Premises, and shall redecorate as required and maintain in good condition the interior of the Premises, any appurtenances thereto, any improvements now or hereafter erected or installed therein and any apparatus or equipment of the Tenant therein or therefor, provided, however, that the Tenant's obligation to repair shall not include repairs to the roof or to structural or other outside walls (except plate glass and all doors, grills and/or sliding panels leading from the Premises) of the Premises unless the need to repair is caused by the default or negligence of the Tenant, its agents, employees, invitees or licensees, in which case the Landlord shall repair and the Tenant shall pay to the Landlord as Additional Rent the cost thereof forthwith upon demand.

(b) The Tenant shall keep well-painted at all times the interior of the Premises in accordance with the reasonable requests of the Landlord, using colours which shall first be approved in writing by the Landlord; shall keep all plumbing facilities within the Premises and all drains therefrom in good repair and working order; will not enter, nor will it cause, suffer or permit entry, on to any roof in the Complex, without being accompanied by an authorized representative of the Landlord, and will not make any opening in the roof without the prior written consent of the Landlord.

(c) The Tenant, its employees or agents shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without the written approval of the Landlord.

(d) The Tenant shall install and maintain any fire detection or fighting equipment and emergency-lighting in the Premises, whether required by the Landlord, any government authority having jurisdiction, or any insurer, and whether required before or during the Term of this Lease. In the event that the Tenant's positioning off its fixtures or other equipment requires adjustments to the sprinkler system the same will be done by the Landlord at the Tenant's expense.

(e) The Tenant shall be responsible for the costs of all repairs and replacements to the HVAC system servicing the Premises.

11.03 VIEW REPAIRS

The Landlord may enter the Premises at any reasonable time during business hours and at any time during any emergency to view the state of repair and the Tenant shall repair according to notice in writing from the Landlord so to do, subject to the exceptions contained in this ARTICLE 11.0.

11.04 LANDLORD MAY REPAIR

If the Tenant fails to repair according to notice from the Landlord within fourteen (14) days of receipt thereof, the Landlord may make such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by reason thereof, and upon completion thereof, the Tenant shall pay as Additional Rent the Landlord's costs for making such repairs plus fifteen percent (15%) thereof for overhead and supervision, such payment to be made on presentation of an invoice therefor.

11.05 LANDLORD'S REPAIRS

(a) The Landlord shall make all repairs or replacements to the heating and ventilating apparatus of the Complex, other than such apparatus as may be the property of or installed by or located within the premises of a tenant of the Complex, including the Tenant.

(b) The Landlord shall be responsible for all structural repairs to the Premises, repairs to the roof, foundations and bearing structure of the Complex and repairs of damage to the Complex caused by perils against which the Landlord is obligated to insure hereunder.

(c) Notwithstanding the other provisions of this Section, the Landlord shall not be obligated to make repairs or replacements caused by any default or negligence of the Tenant, its agents, employees, invitees or licensees, which repairs and replacements may be made by the Landlord at the Tenant's cost in like manner to the provisions of Section 11.04.

(d) The Landlord shall not be liable for any loss or damage to any person or property for its failure to repair in accordance with this Section, unless such loss or damage is caused by the intentional default or gross negligence of the Landlord and is not specifically excepted pursuant to Section 15.02.

(e) The Landlord shall keep painted those parts of the exterior of the Premises requiring painting other than the Tenant's storefront or such other parts of the exterior as may have been installed by or at the request of the Tenant.

(f) In fulfilling its obligations pursuant to this Section, the Landlord shall be entitled to enter the Premises and shall act as expeditiously as is reasonably possible in the circumstances.

(g) Nothing contained in this Section shall derogate from the provisions of ARTICLE 11.0.

ARTICLE 12.0 - ALTERATIONS, FIXTURES

12.01 TENANT'S ALTERATIONS

(a) The Tenant shall have the right to make any alterations and improvements of the Premises except to the structural portions thereof including the installation of trade fixtures, exterior signs, floor covering, interior lighting, plumbing fixtures, shades, awnings, exterior decorations upon receipt of the Landlord's written approval thereto, such consent not to be unreasonably withheld in the case of alterations, additions as improvements to the interior of the Premises.

(b) All fixtures installed by the Tenant shall be new, provided that the Tenant may install its usual trade fixtures in its usual manner so long as such installation has first been approved by the Landlord and does not damage the structure of the Complex.

(c) The Tenant shall not install in or for the Premises any special locks, safes, apparatus for illumination, air-conditioning, cooling, heating, refrigerating, or ventilating the Premises without first obtaining the Landlord's written approval thereto.

(d) When seeking the approval of the Landlord as required by this Section , the Tenant shall present to the Landlord plans and specifications of the proposed work and shall pay the expense of any consultants retained by the Landlord to review the said plans and specifications. The Tenant will ensure that all work authorized by this Section shall be in compliance with all applicable laws, by-laws and codes.

(e) The Tenant shall promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises and/or the Complex and should any claim of lien be made or filed the Tenant shall discharge the same in accordance with Section 15.03.

12.02 EFFECT OF ALTERATIONS

The Tenant acknowledges that the erection of partitions, modification of window and door areas or other major alterations or changes in the Premises may reduce those certain temperature specifications set forth in Section 8.02, in respect of which performance reduction the Tenant shall have no claim against the Landlord.

12.03 REMOVAL OF FIXTURES

(a) So long as the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall then have the right to remove its trade fixtures but shall make good any damage caused to the Premises resulting from the installation or removal thereof; provided that on such expiration of the Term all alterations, additions, improvements and fixtures constructed and installed in the Premises and attached in any manner to the floors, walls or ceiling including any floor covering and light fixtures, are hereby deemed not to be trade fixtures and shall remain upon and be surrendered with the Premises and become the property of the Landlord absolutely, except to the extent the Landlord requires removal thereof pursuant to Section 12.03(d).

(b) If the Tenant fails to remove its trade fixtures and restore the Premises as aforesaid, all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord continues to require removal thereof pursuant to Section 12.03(d).

(c) Should the Tenant abandon the Premises or should this Lease be terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 12.03(d), become and be deemed to be the property of the Landlord, without indemnity to the Tenant and as additional liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord.

(d) Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord pursuant to the other provisions of Section 12.03, the Tenant shall forthwith remove the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant and whether or not the Term of this Lease has expired or otherwise been terminated.

(e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 12.03(d), fails to promptly remove any trade fixtures, furnishings, alterations, additions, improvements and fixtures in accordance with such notice, then the Landlord may enter into the Premises and remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

12.04 LANDLORD'S ALTERATIONS

(a) The Landlord reserves the rights to:

(i) make any changes or additions to the equipment, appliances, pipes, conduits, ducts or structures of any kind in the Premises where necessary to serve adjoining premises or other parts of the Complex;

(ii) alter the location and nature of the Common Areas including the Parking Areas and including reducing the number of Parking spaces or changing the layout of the Parking Areas and erect additions thereto or extend any part of the Common Areas;

(iii) make alterations or additions to the buildings and facilities of the Complex;

(iv) build additional stores or construct other buildings or improvements in or adjacent to the Complex from time to time and make alterations thereof or additions thereto; and

(v) build additional stories on any buildings in the Complex and to build adjoining the same.

(b) The aforementioned rights may be exercised by the Landlord in its unfettered discretion and without any claim for damages or indemnification against the Landlord, its employees or agents and without diminution or abatement of rent except during any period of time during which the Tenant is unable to carry on business with the public because of the exercise of such rights by the Landlord. In the event that such exercise results in a change in the Floor Area or Gross Leaseable Area, the Semi-Gross Rent and Tenant's proportionate share of Additional Rent payable thereafter shall be recalculated in the manner set forth in Section 4.02, but without any adjustment with respect to any earlier payment of either Semi-Gross Rent or the Tenant's Proportionate Share of Additional Rent. If an excavation shall be made upon lands or premises adjacent to the Premises, the Tenant shall afford to the person causing or authorized to cause such excavation, licence to enter upon the Premises for the purpose of doing such work as the Landlord may deem necessary to preserve the building of which the Premises form a part from injury or damage and to support same by proper foundations

(c) In the event that the Landlord requires the Premises as a result of the exercise by the Landlord of the aforementioned rights, the Landlord on at least eight (8) months prior

notice, may require the Tenant to move into new Premises on a temporary or permanent basis. The new premises to the extent as is possible shall be in a reasonably comparable location and having approximately the same area. In the event the Landlord exercises its right to relocate the Tenant into new premises, the Landlord shall pay, without duplication and upon being furnished with invoices or other proof of payment reasonably satisfactory to the Landlord, the reasonable direct out-of-pocket costs incurred by the Tenant solely as a result of such relocation. In no case will the Tenant be reimbursed or compensated for indirect costs or damages including overhead, overtime charges or loss of profits.

12.05 ADJUSTMENT OF FLOOR AREA

Intentionally deleted.

ARTICLE 13.0- SUBSTANTIAL DAMAGE AND DESTRUCTION, EXPROPRIATION

13.01 NO ABATEMENT

If during the Term the building in which the Premises or any part thereof is situate shall be destroyed or damaged by any cause whatsoever such that the Premises are rendered unfit for occupancy by the Tenant, the rent hereby reserved shall not abate in whole or part except to the extent that such rental loss is recovered by the Landlord under any policies of insurance against such loss which the Landlord may have taken out.

13.02 SUBSTANTIAL DESTRUCTION

In the event of damage or destruction of the Premises, or of any other portion of the Complex, whether or not the Premises be affected thereby, to the extent that, in the reasonable opinion of the Landlord:

(a) the cost of repair, restoration or reconstruction exceeds fifty percent (50%) of the replacement cost (excluding foundation and excavation costs) of such damaged or destroyed portions of the Complex; and

(b) the repair, restoration or reconstruction cannot, with the exercise of reasonable diligence, be accomplished to enable such portions of the Complex to reopen for business within six (6) months of the date of such damage or destruction;

then the Landlord may within sixty (60) days after such damage or destruction and on giving thirty (30) days written notice to the Tenant declare this Lease terminated forthwith and in such event, the Term shall be deemed to have expired and the Tenant shall deliver up possession of the Premises accordingly, rent shall be apportioned and shall be payable up to the date of termination stated in such notice and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

13.03 ARCHITECT'S CERTIFICATE

The certificate of the Landlord's architect certifying that damage or destruction has occurred to the extent set forth in Section 13.02 shall be binding and conclusive upon the Tenant for the purposes hereof.

13.04 REBUILDING

If this Lease is not terminated pursuant to Section 13.02, and the Landlord recovers insurance for such damage or destruction pursuant to Section 9.02, the Landlord shall cause such damage or destruction to be repaired, restored or reconstructed, save as to items which are the responsibility of the Tenant pursuant to Section 11.02. The Landlord may make changes to the Complex in the event of the reconstruction.

13.05 EXPROPRIATION

(a) If during the Term, title is taken to the whole or any part of the Complex (whether or not such part includes the Premises) by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable Complex, the Landlord may at its option terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant shall immediately deliver up possession of the Premises, rent shall be payable up to the date of such termination and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

(b) In the event of any such taking, the Tenant shall have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefor to the Tenant.

13.06 TERMINATION ON DEMOLITION

If at any time the Landlord shall have decided to substantially re-develop or re-construct the Complex to the extent that vacant possession of the Premises is necessary or expedient, or to demolish the building of which the Premises are a part, the Landlord may terminate this Lease by giving six (6) months' notice in writing to the Tenant. Provided that if the Landlord is not ready to commence work as of the effective date of the termination the Tenant may stay, at the Landlord's option, on as a monthly tenant on the same lease terms until the earlier of thirty (30) days before the work is ready to be commenced or the end of the lease term as otherwise determined.

ARTICLE 14.0 - ASSIGNMENT AND SUBLETTING

14.01 ASSIGNING OR SUBLETTING

(a) The Tenant shall not assign this Lease in whole or in part nor sublet all or any part of the Premises without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Section. The Tenant may not, under any circumstances, sublet only a portion of the Premises. If the proposed assignee or subtenant is not, in the Landlord's opinion, of equal or better credit worthiness as the Tenant, it shall not be deemed to be unreasonable for the Landlord to require such further covenants or a security deposit to be given as a condition of the consent.

(b) Notwithstanding any assignment or sublease, the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

(c) If the Lease is assigned or if the Premises are sublet or occupied by anybody other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion thereof, to the rent herein reserved.

(d) No assignment or sublease shall be made or proposed other than to responsible persons, firms, partnerships or bodies corporate who undertake to perform and observe the obligations of the Tenant hereunder by entering into an assumption agreement directly with the Landlord on a form to be prepared by the Landlord at the Tenant's expense.

(e) the prohibition against assigning or subletting, without the consent required by this Section, shall be construed to include a prohibition against any assignment or sublease by operation of law.

(f) The consent by the Landlord to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease.

(g) Notwithstanding any assignment, sub-letting, transfer or other event referred to in this Article, the Tenant and any Indemnifier shall not be relieved of liability by any subsequent amendment of the terms hereof between the Landlord and the assignee or any other party or any granting of time, renewals, extensions, indulgences, releases, discharges or other arrangements with the assignee or any other party. Any assignment or other document effecting a transaction to which the Landlord's consent is required shall be in a form satisfactory to the Landlord. Any assignment or sublease shall at the Landlord's option be on the Landlord's form and shall in any event contain a covenant by the assignee or the sublessee with the Landlord that it will observe and perform all of the Tenant's obligations contained in this Lease. Any such document shall be reviewed by the Landlord and its solicitors or prepared by them all at the expense of the Tenant. The Landlord shall be entitled to the receipt of any rental in excess of that payable hereunder or consideration received by the Tenant from an assignee or subtenant as a result of such sublease or assignment which consideration is in excess of the fair market value of the Tenant's fixtures or business being sold to such permitted assignee or subtenant. The Tenant shall provide such information as is reasonably requested by the Landlord including a copy of the Agreement of Purchase and Sale, the proposed form of sublease

or assignment and information concerning the proposed assignee as is necessary to evaluate the proposed subtenant.

(h) If the Tenant shall request the Landlord's consent (except for mortgaging or similar purposes) under this Article to a party not continuing the business of the Tenant in the Premises, the Landlord shall have an option to terminate this Lease or in the event of a Sublease of part of the Premises with respect to that part being sublet. Such option shall be exercisable by notice delivered by the Landlord to the Tenant within fifteen (15) days of the request for consent. If the Landlord so exercises its option, the Tenant shall have the right within fifteen (15) days to withdraw its request for consent by notice in writing to the Landlord, and in that event, the exercise of the option by the Landlord and the request for consent shall have no further force and effect according to its terms (including this provision).

14.02 BULK SALE

No bulk sale of the goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld so long as the Tenant and the purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations hereunder will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

14.03 ADVERTISING FOR SUBLEASE

For purposes of ensuring confidentiality of this Lease, the Tenant shall not print, publish, post, mail, display, broadcast or otherwise advertise or offer the whole or any part of the Premises for the purposes of assignment, sublease, transfer or encumbrance, and shall not permit any broker or other party to do any of the foregoing, unless the complete text and format of any such notice, advertisement or offer shall first have received the Landlord's written consent, which shall not be unreasonably withheld. In no event shall any such text or format contain any reference to the rent payable in respect of the Premises.

14.04 SUBORDINATION AND ATTORNMENT

(a) This Lease is subordinate to any mortgage or mortgages, or lien resulting from any other method of financing or refinancing, now or hereafter in force against the Complex or any part thereof, as now or hereafter constituted, and to all advances made or hereafter to be made upon the security thereof. Upon the request of the Landlord and by way of such document as may be required by the Landlord, the Tenant shall evidence its subordination.

(b) The Tenant shall, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any mortgage or other method of financing or refinancing made by the Landlord in respect of the Complex, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, should such encumbrancer so elect and require by notice in writing to the Tenant. The Tenant acknowledges that upon receipt of notice requiring it to attorn in accordance herewith, it shall be deemed to attorn without the necessity for any written acknowledgement.

(c) No subordination or attornment as required by this Section shall have the effect of disturbing the Tenant's occupation and possession of the Premises, provided that the Tenant is not in default hereunder and complies with all of the covenants, terms and conditions hereof.

14.05 ESTOPPEL CERTIFICATE, ACKNOWLEDGEMENTS

(a) Whenever requested by the Landlord or an encumbrance holder or other third party having an interest in the Complex, the Tenant shall promptly execute and deliver an estoppel certificate or other form of certified acknowledgement as to the status and validity or otherwise of this Lease, and the state of the rental account hereunder, and such other information as may reasonably be required, including a copy of the Tenant's most recent audited financial statements.

(b) On request of the Landlord, the Tenant shall execute an acknowledgement of the commencement date, which acknowledgement shall be in such form as may be reasonably required by the Landlord, and the Tenant shall transmit such acknowledgement to the Landlord forthwith.

14.06 SALE BY THE LANDLORD

The Landlord shall use reasonable efforts to obtain from any proposed purchaser or transferee of the Complex an agreement to the effect that the Tenant's occupancy of the Premises shall not be disturbed by such purchaser or transferee. The Landlord named herein shall be relieved of any obligation hereunder arising from and after the date of completion of such sale or transfer.

ARTICLE 15.0 - INDEMNITY, LIENS

15.01 TENANT'S INDEMNITY

The Tenant shall indemnify and save harmless the Landlord its managers, agents, mortgagees, and their respective employees, directors, officers and contractors of and from all loss and damage and all fines, expenses, costs, suits, claims, demands, actions and liabilities of any kind or nature for which the Landlord shall or may become liable, incur or suffer by reason of the occupancy and use of the Premises by the Tenant, a breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for improvements, alterations, or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, by reason of any wrongful act, neglect or default on the part of the Tenant or any of its employees, agents, contractors, customers, licensees or invitees.

15.02 PERSONAL INJURY AND PROPERTY DAMAGE

(a) The Landlord shall not be liable or responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant or by any other person who may be upon the Premises, or for any loss or damage however caused to any property belonging to the Tenant or to its employees, agents, customers, licensees, invitees or any other person while such property is in or about the Premises save for any maliciously wrongful act of the Landlord.

(b) Without limiting the generality of the foregoing, the Landlord shall not be liable for:

(i) any injury or damage of any nature whatsoever to any person or property caused by failure, by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by interruptions of any utility or elevator or escalator or other services, or by steam, water, rain, snow, or other substances leaking into, issuing or flowing into any part of the Premises or from the water, steam, sprinkler or drainage pipes or plumbing of the Complex or from any other place or quarter, or for any damage caused by anything done or omitted to be done by any other tenant;

(ii) any act, omission, theft, malfeasance or negligence on the part of the agent, contractor or person from time to time employed by the Landlord to perform janitor services, security services, supervision or any other work in or about the Premises or the Complex;

(iii) loss or damage, however caused, to books, records, filed, money, securities, negotiable instruments, papers or other valuables of the Tenant; or

(iv) under any circumstances, any indirect, consequential or business losses of the Tenant.

15.03 LIENS

The Tenant will, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any construction or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed or may settle any such lien or claim, in which case the Tenant shall pay to the Landlord as Additional Rent the cost thereof, including the Landlord's legal costs on a solicitor and his own client basis, plus an administration fee of 15% , forthwith upon demand.

ARTICLE 16.0 - DEFAULT, REMEDIES, TERMINATION

16.01 DEFAULT

If and whenever:

(a) the Tenant shall be in default in the payment of any rent, whether hereby expressly reserved or deemed as such, or any part thereof on the due date on which the Tenant is to make such payment or, in the absence of such specific due date, for the ten (10) days following written notice by the Landlord requiring the Tenant to rectify the same; or

(b) the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises, shall be taken or seized in execution or attachment, or if any writ of execution shall issue against the Tenant, or the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver shall be appointed for the business, property, affairs or revenues of the Tenant; or

(c) the Tenant shall fail to commence, diligently pursue and complete the Tenant's Work to be performed pursuant to any Agreement or Offer to Lease pertaining to the Premises or other agreement signed by the parties or fail to open for business when required, or vacate or abandon the Premises or threaten or commence to do so, or fail or cease to operate pursuant to Section 10.03 or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as set forth in Section 1.01(i), make a bulk sale of its goods and assets which has not been consented to by the Landlord in accordance with Section 14.03, or move, commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in its routine course of the business, or part with possession of the Premises except as permitted in ARTICLE 14.0 hereof; or

(d) the Tenant shall not observe, perform and keep each and every of the covenants, agreement, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and shall persist in such default, in the case of monetary payments, beyond the period stipulated in paragraph (a) aforesaid or, in the case of any other default, after fourteen (14) days following written notice from the Landlord requiring that the tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than fourteen (14) days to rectify, unless the Tenant shall commence rectification within the said fourteen (14) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;

then, and in each of such cases, and at the option of the Landlord, this Lease may be terminated and the Term shall then immediately become forfeited and void, and the Landlord may without notice or any form of legal process whatever forthwith re-enter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former estate, anything contained herein or in any Statute or law to the contrary notwithstanding. Notwithstanding any such termination, the provisions of this Lease relating to the consequences of termination shall survive. For the purposes of this Lease any of the events listed in Section 16.01 hereof may be referred to herein as an "Event of Default".

16.02 LANDLORD'S RIGHTS

On the occurrence of an Event of Default in addition to any rights of the Landlord at law or by Statute, the Landlord shall have the right to exercise on or more of the following remedies;

(a) The Landlord may perform any obligations which the Tenant should have performed or cause the same to be performed and for such purpose may enter upon the Premises and do such things thereon as the Landlord may consider requisite without effecting a termination of this Lease;

(b) The Landlord may enter the Premises by force or otherwise at any time of the day or night and distrain upon the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained upon in the Premises and the Landlord may follow the goods and chattels for the maximum period permitted by law,

and any sale by the Landlord may, in its sole and absolute discretion be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other, and for such purpose the Landlord may at the Tenant's expense, employ such bailiffs or agents as it deems appropriate and the Landlord may distrain on the goods and chattels and remove them from the Premises, or if it sees fit leave them on the Premises, and to secure the goods and chattels it may change the locks or take other security measures on the Premises without effecting a termination of this Lease.

(c) The Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant.

(d) In order to re-let the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it may deem necessary or advisable for the purpose of such re-letting, and it may re-let the Premises or any part thereof for such term or terms and such rental or rentals and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such re-letting, all rentals received by the Landlord from such re-letting shall be applied first to the payment of the Landlord's costs and expenses of such re-letting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord for the account of the Tenant without interest until the end of the Term. No such re-letting nor the receipt of any such rentals from any new Tenant shall exonerate the Tenant from its obligations to pay Rent hereunder as it falls due, nor shall the creation of the relation of the Landlord and Tenant between the Landlord and any party to whom the Premises may have been re-let in any way terminate this Lease.

(e) (i) The Landlord may terminate this Lease by commencing legal action or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies including that set out under subsection (d) hereof. In the event that the Landlord or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of subsection (d) hereof, the Landlord may at any time terminate this Lease by notice to the Tenant and thereafter any then existing or later Lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under subsection (e or proceeding under subsection (d) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under subsection (d) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the term shall have the effect of terminating this Lease without notice to that effect to the Tenant.

(ii) In the event of the occurrence of a default, the Landlord may at its option terminate the Lease which termination shall be deemed to have taken place the day prior to the event of default having occurred.

(f) The Landlord shall be entitled to damages from the Tenant for breach of this Lease. If it should be necessary to determine the present value of any item of Rent, such present value shall be determined using a discount rate equal to the prime rate of The Toronto-Dominion Bank at the time less one (1%) percentage point.

(g) At the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable. For the purpose of this subsection, where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Landlord, the acceleration in respect of such items shall be equal to three (3) times the average monthly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period it shall be equal to three (3) times the average monthly instalment since the beginning of the term.

(h) On any termination for default, all fixtures, Tenant's improvements or other installations in the Premises, which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or upon the Building

and which are not the property of the Landlord, shall at the Landlord's option forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures, and whether or not they would be removable by the Tenant at the expiry of the term if there had been no default.

(i) At the option of the Landlord, to take any action to which it would be entitled if it were a secured creditor of the Tenant pursuant to the Personal Property Security Act and for the purposes thereof this Lease shall be constituted a Security Agreement for Rent owed and owing pursuant to the said Act. The Tenant hereby grants to the Landlord a continuing security interest over all its property and undertaking as security for the Rents payable hereunder.

16.03 INTEREST AND COSTS

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, or the Tenant is late in making any payment hereunder and whether or not legal proceedings are begun or considered in consequence of such default, and whether or not this Lease is terminated; the Landlord shall be entitled to be paid by the Tenant forthwith on demand in addition to any other amounts which may be payable or owing hereunder, all of the following which shall be deemed to be Rent payable:

(a) The cost of effecting any repairs or performing any obligation of the Tenant, together with an allowance of fifteen percent (15%) for the Landlord's overhead and supervision;

(b) The Landlord's costs and expenses in preparing the Premises for re-letting in such manner as in its sole and absolute discretion it deems necessary or advisable, together with an allowance of fifteen percent (15%) for the Landlord's overhead and supervision;

(c) The Landlord's Court costs, collection costs, and legal fees as between a solicitor and his own client;

(d) Interest on Rent and any other amounts overdue under the terms of this Lease and on any monies expended by the Landlord in consequence of any default by the Tenant at the rate per annum which is equal to the prime rate of The Toronto-Dominion Bank at the time of calculation plus two (2%) percentage points calculated and compounded monthly for each day such amount or part thereof remains outstanding; and

(e) Any other costs, charges or expenses, which the Landlord incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Tenant.

16.04 WAIVER BY TENANT

Intentionally deleted.

16.05 REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease pursuant to Section 16.01. The failure by the Landlord to enforce any term or covenant or obligation of the Tenant contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Landlord may at any time enforce such term, covenant or obligation. The waiver by the Landlord of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Tenant contained in this Lease may be waived by the Landlord, unless such waiver be in writing executed by the Landlord. The acceptance of Rent by the Landlord subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Landlord had knowledge of the breach at the time of acceptance of the Rent. No payment by the Tenant, or receipt by the Landlord of any Rent or other sum from the Tenant, nor any endorsement or statement on any cheque or letter accompanying payment, nor any other statement shall be deemed to be an "accord and satisfaction" or operate as a waiver or be deemed to waive any of the Landlord's rights with respect to the amount actually owing, and the Landlord may with or without notice to the Tenant accept such cheque or payment without prejudice to its rights to recover the balance actually owing or to pursue any other remedy to which it is entitled. The Landlord shall be under no obligation to the Tenant to enforce any provision of this Lease, or any provision of any other tenant.

16.06 LANDLORD NOT LIABLE

The Landlord shall not be liable for any loss or damage to the Tenant's property or business caused by any reasonable acts of the Landlord in the exercise of its rights and remedies hereunder.

16.07 FOR LEASE SIGNS

The Landlord shall have the right within six (6) months prior to the termination of the Term to place upon the Premises a notice, of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are to let and the Tenant shall not remove or obscure such notice or permit the same to be removed or obscured.

16.08 HOLDING OVER

If the Tenant continues to occupy the Premises with the consent of the Landlord after the expiration or other termination of the Term without any further written agreement and subject to immediate termination by the Landlord without notice, the Tenant shall be a monthly tenant at a minimum monthly rent equal to twice the Semi-Gross Rent as aforesaid) and Additional Rent as herein provided and subject always to all of the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Landlord from taking action for recovery of possession of the Premises such that the Tenant shall deliver possession of the demised premises pursuant to Section 16.10 of this Lease upon termination of such monthly tenancy.

16.09 WAIVER OF RIGHTS OF REDEMPTION

The Tenant hereby expressly waives any and all rights of redemption or relief from forfeiture granted by or under any present or future laws in the event of the Tenant being evicted or dispossessed from the Premises for any cause, or in the event or the Landlord obtaining possession of the Premises or of the Tenant's goods and chattels on the Premises, by reason of the default of the Tenant or otherwise.

16.10 VACATE UPON TERMINATION

At the termination of this Lease, whether by affluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Premises in the same condition as the Premises were in upon delivery of possession to the Tenant, subject to the exceptions from the Tenant's obligation to repair in accordance with Section 11.02, and subject to the Tenant's rights and obligations in respect of removal in accordance with Section 12.03, and shall surrender all keys to the Premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, in the Premises.

ARTICLE 17.0 - GENERAL PROVISIONS

17.01 INDEMNIFIER

The obligations of the Indemnifier, if any, shall be as set out in Schedule "B".

17.02 APPROVALS

No provision in this Lease requiring the Landlord's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Landlord relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Landlord on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

17.03 LANDLORD'S PERFORMANCE

Notwithstanding anything in this Lease to the contrary, the Landlord shall be deemed not to be in default in respect of the performance of any of the terms, covenants and conditions of this Lease if any failure or delay in such performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any materials, services or financing, Act of God, or other cause beyond the control of the Landlord.

17.04 RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

17.05 SOLE AGREEMENT AND SURVIVAL OF AGREEMENT TO LEASE

This Lease and any Agreement to Lease pertaining to the Premises and executed and delivered by or on behalf of the Tenant and the Landlord, set forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the parties concerning the Premises and the Complex and there are no warranties, representations, covenants, promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than as set forth in this lease, as modified pursuant to Section 17.06, or the said Agreement to Lease. The provisions of the said Agreement to Lease shall survive the execution and delivery of this Lease, provided that such provisions shall be deemed to be, and survive only as, covenants and not conditions and provided further that in the event of any conflict or contradiction between this Lease and the said Agreement to Lease, the provisions of this Lease shall prevail.

17.06 MODIFICATIONS

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by the parties. At the request of the Landlord, the Tenant and the Indemnifier shall execute and deliver a modification agreement reflecting the changes in this Lease resulting from an adjustment in Floor Area or an extension of the Termination Date or reflecting any other alteration, amendment, change or addition agreed to between the parties, provided that the failure of the Tenant or the Indemnifier to do so shall not mean that the Tenant or the Indemnifier are not bound by the provisions of this Lease with respect to the effect of any such adjustment in Floor Area or an extension of the Termination Date.

17.07 NO BROKERAGE COMMISSION

As part of the consideration for the granting of this Lease, the Tenant represents and warrants to the Landlord that no broker or agent (other than any broker or agent authorized in writing by the Landlord) negotiated or was instrumental in negotiating or consummating this Lease. Notwithstanding the foregoing, any broker or agent of the Tenant shall be paid by the Tenant to the exoneration of the Landlord.

17.08 APPLICABLE LAW, COURT, LANGUAGE

(a) This Lease shall be governed and construed by the laws of the Province of Ontario.

(b) The venue of any proceedings taken in respect of this Lease shall be at Toronto, Ontario, so long as such venue is permitted by law, and the Tenant shall consent to any applications by the Landlord to change the venue of any proceedings taken elsewhere to Toronto, Ontario.

(c) The parties hereto have required that the present agreement and all deeds, documents or notices relating thereto be drafted in the English language.

17.09 REGISTRATION

(a) Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease or any permitted assignment or permitted sub-lease of this Lease or any document evidencing any interest of the Tenant in the Lease or the Premises, against the lands or any part thereof comprising the Complex or the Premises. If either party intends to register a document for the purpose only of giving notice of this Lease or of any permitted assignments or permitted sub-lease of this Lease, then, upon request of such party, both parties shall join in the execution of a short form of this Lease (the "Short Form") solely for the purpose of supporting an application for registration of notice of this Lease or of any permitted assignment or permitted sub-lease. The form of the Short Form and of the application to register notice of this Lease or of any permitted assignment or permitted sub-lease shall (i) be prepared by the Landlord or its solicitors at the Tenant's expense; (ii) include therein a provision for, and require consent to, such registration by or on behalf of the Landlord; and (iii) only describe the parties, the Premises and the commencement date and expiration date of the Term. The Tenant

agrees that registration, if any, of notice of this Lease or of any permitted assignment or permitted sub-lease by way of application pursuant to this section shall not proceed with respect to the entire Complex. The Landlord shall, in extending such consent, direct and identify from among the parcels of land comprising the Complex, the parcel or parcels within which the Premises are situate and any such notice shall be registered only against the title to such parcel or parcels. At the end of the Term the Tenant shall register an Application to Delete Notice of Lease from title at its sole cost and expense.

(b) The Short Form shall contain a provision whereby the Tenant constitutes and appoints the Landlord and its nominees as the agent and attorney of the Tenant for the purpose of executing any instruments in writing required from the Tenant to give effect to this Section. All cost, expenses and taxes necessary to register or file the application to register notice of this Lease or of any permitted assignment or permitted sub-lease shall be the sole responsibility of the Tenant and the Tenant will complete any necessary affidavits required for registration purposes, including affidavits necessary to register a power of attorney contained in the Short Form. If requested by the Landlord, the Tenant shall execute promptly a power of attorney at any time and from time to time as may be required to give effect to this section.

17.10 CONSTRUED COVENANT, SEVERABILITY

All of the provisions of this Lease are to be construed as covenants and agreements. Should any provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

17.11 TIME

Time shall be of the essence hereof.

17.12 NOTICE

(a) Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given three (3) days following the date upon which it was mailed. The addresses of the parties for the purpose hereof shall be, in the case of the Landlord, the address of the Landlord set forth in Section 1.01(a)(ii), and to such other party as the Landlord may require, and in the case of the Tenant, the address set forth in Section 1.01(d) or, in the event that the address is not so set forth, at the address of the Premises, and in the case of the Indemnifier, if any, at the address set forth in Section 1.01(c), or at such other respective address as may be established pursuant to Section 17.12. Notwithstanding the foregoing, during the currency of any interruption in the regular postal service, any notice to the Tenant may be left at the Premises and shall be effective upon being so left.

(b) Any notice or service required to be given or effected under any statutory provision or rules of Court from time to time in effect in the Province of Ontario shall be sufficiently given or served if mailed or delivered at the address as aforesaid or, in the case of a party which is a corporation, if mailed to the registered office or registered head office within Ontario of that corporation.

(c) Any party hereto may at any time give notice in writing to another of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

(d) Notwithstanding that the copy of any notice to the Tenant is not given to or received by the Indemnifier in accordance with Section 17.12, such notice to the Tenant shall be effective and valid as against both the Tenant and Indemnifier and the Landlord shall have all the rights and remedies contained in this Lease.

17.13 INDEX, HEADINGS

The index, headings and any marginal notes in this Lease are to be inserted for convenience or reference only and shall not affect the construction of this Lease or any provision hereof.

17.14 NUMBER AND GENDER

Whenever the singular or masculine or neuter is used in this Lease, the same shall be construed to mean the plural or feminine or body corporate where the context of this Lease or the parties hereto may so require.

17.15 NO TRANSFER ON BANKRUPTCY

Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any Trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

17.16 SUCCESSORS BOUND

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties and if there shall be more than one party described in Section 1.01(b), they shall all be bound jointly and severally by the terms, covenants and agreements herein on the part of the Tenant. No rights, however, shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been first approved by the Landlord in accordance with Section 14.01.

17.17 TENANT'S ACCEPTANCE

The Tenant hereby accepts this Lease of the Premises, subject to the conditions, restrictions and covenants set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year first above written.

CENTENNIAL HOUSE LIMITED
by its Authorized Agent and Manager
Briarlane Rental Property Management Inc.

Per: _____
Andrus Kung, A.S.O.
I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name:
Title:
Per: _____
Name:
Title:
I/We have authority to bind the Corporation

SCHEDULE "A"
RULES AND REGULATIONS

1. REFUSE

(a) All trash, rubbish, waste material and other garbage shall be kept within the Premises until the day of removal, such removal to be at the expense of the Tenant on a regular basis as determined by the Landlord.

(b) The Tenant shall not burn any garbage in or about the Premises or anywhere within the Complex.

(c) If the Tenant's garbage is of a deteriorating nature, creating offensive odours, the Tenant shall utilize and maintain at its cost and expense refrigerated facilities as required by the Landlord.

(d) In the event the Landlord considers necessary, or otherwise consents in writing to, the placing of the Tenant's garbage outside the Premises, such garbage shall be placed by the Tenant in containers approved by the Landlord but provided at the Tenant's expense and kept at a location designated by the Landlord.

2. OVERLOADING, SUSPENSION

(a) The Tenant shall not overload any floor of the Premises in excess of one hundred (100) pounds per square foot.

(b) The Tenant shall not hang or suspend from any wall or ceiling or roof, or any other part of the Complex, any equipment, fixtures, signs or displays which are not first authorized by the Landlord.

3. ELECTRICAL EQUIPMENT

(a) The Tenant shall at its sole cost and expense, install and maintain all necessary lighting fixtures, electrical equipment and wiring therefor.

(b) If the Tenant requires any electrical equipment which might overload the electrical facilities in the Premises, the Tenant shall submit to the Landlord plans and specifications for works required to install and supply additional electrical facilities or equipment to prevent such overloading, and shall obtain the Landlord's written approval to perform such works, which shall meet all the applicable regulations or requirements of any government or other competent authority, the Association of Insurance Underwriters and the Landlord's insurers, all at the sole cost and expense of the Tenant.

4. PLUMBING

(a) No plumbing facilities shall be used for any purpose other than that for which they were designed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by the Tenant or by any person for whom the Tenant is responsible shall be borne by the Tenant.

(b) If the Tenant is engaged in a business required by law to have public-washroom accommodation with the Premises, the installation of water-closets and wash-basins and plumbing pertaining thereto and all finishing of such washroom shall be carried out by the Tenant at the Tenant's expense in accordance with the Landlord's specification. Additional water and drainage lines, as may be required for such installation, will be brought by the Landlord to the Premises at the Tenant's expense. Equipment to prevent clogging of the Landlord's drains shall be installed in the Premises by the Tenant at the Tenant's expense. Where the Leased Premises are leased as a restaurant or for any other purpose which the Landlord in its sole discretion is of the opinion that such clogging may result, the Tenant shall install grease traps or other equipment, as required by the Landlord

(c) If domestic hot water is required by the Tenant, Tenant shall supply and install, at his expense, a domestic water storage tank, heater and all domestic hot water piping.

(d) The Landlord may require that the Tenant supply and install, at the Tenant's expense, a water meter where the consumption of water exceeds that of a standard Tenant washroom.

5. HVAC OPERATION

(a) The Tenant shall operate or permit to be operated its own heating, ventilating or air-conditioning equipment in such manner that there will be no direct or indirect appropriation of heating or

cooling from other portions of the Complex (except to the extent that such appropriation may be unavoidable).

(b) The Tenant shall not leave open any doors or windows to the exterior of the Complex which would adversely affect the performance of any heating, ventilating or air-conditioning equipment in the Complex.

6. SIGNS, ADVERTISING, DISPLAY WINDOW

(a) The Tenant shall not erect or install any exterior signs or interior window or door signs or advertising media or window or door lettering or placards without the prior written consent of the Landlord. The location, size, design, materials, content, construction and method of installation of such sign or signs shall be subject to the written approval of the Landlord before its or their erection and installation. No signs shall have exposed Neon or similar tubing.

(b) The Tenant shall not use any advertising media that the Landlord shall deem objectionable to it or to other tenants, such, as without limitation, loudspeakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts or telecasts within the Complex in a manner capable of being heard or seen outside the Premises.

(c) The Tenant shall not install any exterior lighting, exterior decorations or build any aerial or mast, or make any change to the store front of the Premises, without the prior written consent of the Landlord.

(d) The Tenant shall indemnify and save harmless the Landlord from all claims, demands, loss or damage to any person or property arising out of any sign, mast, aerial or tower installation, notwithstanding any consent by the Landlord thereto.

(e) The Tenant shall keep all display windows neatly dressed and, together with any other windows, store fronts and lighted signs in, upon or affixed to the Premises, illuminated until 10:00 o'clock in the evening each day except Sunday, or to such other times as required by the Landlord.

(f) Any installation requiring the Landlord's consent which has not received such consent shall be subject to immediate removal without notice at the Tenant's cost.

7. NO SOLICITATION

The Tenant, or the Tenant's employees and agents, shall not solicit business in the Parking Areas or other Common Areas and shall not distribute any handbills or other advertising matter therein.

8. PARKING

(a) The Tenant shall furnish the Landlord with Provincial automobile licence numbers of all motor vehicles of the Tenant and its employees within five (5) days after taking possession of the Premises and shall thereafter notify the Landlord of any changes or additions to such numbers within five days after occurrence.

(b) The Landlord may designate a portion of the Parking Areas for use by tenants and employees and in the event the Tenant and/or its employees park their vehicles in other portions of the Parking Areas, the landlord may charge the Tenant Ten Dollars ($10.00) per vehicle for each day or portion thereof that such violation occurs or may have such vehicles towed away at the cost of the Tenant and/or its employees.

9. DELIVERY

(a) The Tenant shall receive, ship, take delivery of, and allow and require suppliers and others to deliver to take delivery of, merchandise, supplies, fixtures, equipment, furnishings and materials only through the appropriate service and delivery facilities designated by the Landlord, at such times as the Landlord may reasonably specify and in accordance with the reasonable directives and further rules and regulations of the Landlord.

(b) The Tenant shall inform suppliers of such times and rules and regulations respecting delivery so as to accommodate the ease of delivery to and from the Complex.

(c) The Tenant shall remove all such merchandise and other delivered items from the loading area or other Common Areas immediately upon such delivery or shall pay such costs as may be determined by the Landlord for any hourly, daily or weekly temporary storage permitted by the Landlord.

10. PESTS

The Landlord may require that the Tenant at the Tenant's cost, contract with such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may require for implementation of a pest control programme.

11. NOTICE OF ACCIDENT, DEFECTS

The Tenant shall give immediate notice to the Landlord in case of fire or accident in case of fire or accident in the Premises or of defects therein or to any fixtures or equipment thereon.

12. EMERGENCY CONTACTS

The Tenant shall provide the Landlord with the names, addresses and telephone numbers of two (2) authorized employees of the Tenant who may be contacted by the Landlord in the event of an emergency relative to the Premises.

13. ENTRY AFTER HOURS

The Tenant and its employees, servants, agents and contractors may enter the Premises when the Complex is closed to the public but only by way of such entrances as the Landlord may designate from time to time and subject to such means as the Landlord may require to control the presence of persons within the Complex when so closed.

14. PERMITS, LICENCES

The Tenant alone shall be responsible for obtaining, from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licences or approvals as may be necessary for the operation of its business, the whole to the entire exoneration of the Landlord.

15. TENANT'S WORK

Any work to be performed in the Premises by the Tenant or its contractors shall be first approved and then made strictly in accordance with the rules and regulations of the Landlord from time to time in respect of work by tenants within the Complex.

16. ENTRY OUTSIDE OF NORMAL BUSINESS HOURS

At any time other than during normal business hours as established from time to time by the Landlord, the Landlord may require that all or any persons entering and leaving the Building identify themselves and register in books kept for that purpose, and may prevent any person from entering the Premises unless provided with a key thereto and a pass or other authorization from the Tenant in a form satisfactory to the Landlord, and may prevent any person removing any goods therefrom without written authorization, and may restrict access to all or any part of the Common Areas and Facilities. The Tenant shall permit and facilitate the entry of the Landlord, or those designated by it, into the Premises for the purpose of inspection, repair, window cleaning and the performance of janitorial services and other proper purposes and shall not permit access to main header ducts, janitorial and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture, carpeting or otherwise. In the event of such obstruction, the Tenant will be responsible for the cost of providing such access. The Tenant shall not place any additional locks or other security devices upon any doors of the Premises or change any existing locks without the prior written approval of the Landlord and subject to any conditions imposed by the Landlord for the maintenance of necessary access.

17. USE OF PREMISES

The Tenant shall not use or permit the use of the Premises or bring or keep anything therein in such manner as to create any objectionable noise, odour or other nuisance or hazard or increase the risk of fire, or breach any applicable provisions of any municipal by-law or other lawful requirement applicable thereto or any requirement of the Landlord's insurers, shall not permit the Premises to be used for cooking (except with the Landlord's prior written consent) or for sleeping, shall keep the Premises tidy and free from rubbish, shall deposit rubbish in receptacles which are either designated or clearly intended for such use, and shall leave the Premises at the end of each business day in a condition such as to facilitate the performance of the Landlord's janitorial services in the Premises.

18. CARE OF PREMISES

The Tenant shall not abuse, misuse or damage the Premises or any of the improvements or facilities therein and in particular shall not deposit rubbish in any plumbing apparatus or use it for any purpose other than that for which it is intended, and shall not deface or mark any walls or other parts of the

Premises. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product.

19. RESTRICTION ON FOOD

The Tenant shall not perform, patronize or (to the extent under its control) permit any canvassing, soliciting or peddling on the lands, shall not install in the Premises any machines vending or dispensing refreshments or merchandise and shall not permit food or beverages to be delivered to the Premises by any persons who have been prohibited by the Landlord from bringing food or beverages to the Lands and Building, and the Tenant shall require any food or beverages being delivered to the Premises to be so delivered by such means and at such times as have been authorized by the Landlord.

20. MOVING EQUIPMENT AND FURNITURE

No safe or heavy equipment shall be moved by or for the Tenant or stored in the Premises unless the consent of the Landlord is first obtained, which consent may not be unreasonably withheld and unless all due care is taken. Such equipment shall be moved upon appropriate steel-bearing plates, skids or platforms and subject to the Landlord's direction and at such times, by such means and by such persons as the Landlord shall have approved. No furniture, freight or bulky matter of any description shall be moved in or out of the Premises or carried in the elevators of the Building except during such hours as the Landlord shall have approved. Hand trucks and similar appliances shall be equipped with rubber tires and other safeguards approved by the Landlord, and shall be used only by prior arrangement with the Landlord.

21. CONDOMINIUM

In the event the Building is to be registered as a condominium corporation, the Tenant will sign whatever documents may be reasonably necessary.

22. FURTHER RULES AND REGULATIONS

For the general benefit and welfare of the Complex and the tenants therein, the Landlord may amend these rules and regulations, by alteration or addition, and such amended rules and regulations shall be binding on the Tenant.

SCHEDULE "B"

N/A

SCHEDULE "C"
TERMS OF OPTION TO EXTEND

(a) Provided when not in default and having consistently performed its obligations pursuant to the Lease throughout the term of the Lease, the Tenant shall have the right to extend this Lease upon written notice to the Landlord at least six (6) months prior to the then current term of the Lease for two (2) consecutive terms of two (2) years each on all the same general terms and conditions as contained in the Lease, save as to any further option to extend, any free rent provisions or leasehold improvements and save as to the Semi-Gross Rent which is to be agreed upon by the Landlord and the Tenant three (3) months prior to the end of the then current term of the Lease and will be based on the then current rental rate for comparable space. In the event that the lease form then used by the Landlord has changed, the parties shall enter into a lease on the then current form of lease.

(b) In the event the Semi-Gross Rent for any extension term is not agreed upon by the parties hereto on or before a date three (3) months before the end of the then current term of the Lease, the Semi-Gross Rent payable, subject to paragraph (c) hereof, shall be determined by arbitration pursuant to the provisions of the Arbitration Act of Ontario on the foregoing basis a single arbitrator to be agreed upon by the parties, or if the parties cannot agree upon an arbitrator, one shall be appointed in accordance with the provisions of the Arbitration Act of Ontario. The decision of the arbitrator (including any decision as to costs) shall be final and binding upon the Landlord and Tenant. Each of the Landlord and the Tenant shall provide the arbitrator with the Semi-Gross Rent it proposes and the arbitrator shall choose which proposal is closest to the fair market rental for similarly improved premises, subject to paragraph (c) hereof. The Tenant shall pay the Semi-Gross Rent calculated in paragraph (c) hereof after the end of the then current term and pending the arbitrator's decision, and such rent shall be adjusted forthwith after the decision of the arbitrator.

(c) In no event shall Semi-Gross Rent during any extension term be less than the Semi-Gross Rent paid over the last year of the previous term.

Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: DANNY DEEP AND FADDY DEEP

REAL PROPERTY:

Address 253-255 Wellington Road, London, ON N6C 4N3

Location West side of Wellington Road, North of Moore Street

Measurements approximately 855.97 m^2/ 9,213.9 ft^2

Legal Description: Lots 32 & 33, Plan 452 (4th), City of London, County of Middlesex, being all of PIN 08364-0022 (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 ONE MILLION ONE HUNDRED AND FORTY-FIVE THOUSAND DOLLARS CDN ($1,145,000.00) payable as follows:

   a) a deposit of Two Dollars ($2.00) cash or cheque on the date hereof as a deposit; and

   b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.

3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.

4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

   Schedule "A" Additional Terms and Conditions

5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **August 5th, 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 **August 19th, 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 **September 2nd, 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.

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: DANNY DEEP

Title: _____

Per: _____

Name: FADDY DEEP

Title: _____

VENDOR'S LAWYER: Victoria Gordon, Cohen Highley LLP, T: 519-672-9330 ext. 384, F: 519-672-5960; E: vgordon@cohenhighley.com

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

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.

2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.

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

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

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

6. **SECTION 18 OF THE *EXPROPRIATIONS ACT*:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being $58,000.00, prior to 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. **RESIDENTIAL TENANCY:** The Vendor represents and warrants that:

   a) the Property is subject to a tenancy in favour of (the "Tenant") the particulars of which are as follows:

Upper Unit – 253 Wellington Road

	i)	term of the tenancy	April 4th, 2022 – March 31st, 2023
	ii)	amount and period of the rental payment	$1,350
	iii)	rent due date	First day of each month
	iv)	date of last rental increase	None
	v)	amount and date of prepaid rent	None
	vi)	lease expiry date	March 31st, 2023

255 Wellington Road

	i)	term of the tenancy	March 15th, 2014 – April 30th, 2015
	ii)	amount and period of the rental payment	~~$1,276~~ $1305 DD FD
	iii)	rent due date	First day of each month
	iv)	date of last rental increase	None
	v)	amount and date of prepaid rent	None
	vi)	lease expiry date	March 31st, 2023

b) rent currently being charged to the Tenant is legal and that all appropriate notices have been given to validate any rent increases affecting the Property;

c) there are no outstanding applications, objections or investigations pertaining to the aforementioned tenancy and no outstanding orders or directions to roll back or rebate any rental amounts to the Tenant or previous tenants; and

d) there are no outstanding orders or directions regarding any improvements relating to or indicating any deterioration in the standard of maintenance and/or repair with respect to the Property.

The Vendor acknowledges and agrees that the foregoing representations and warranties shall not merge on but shall survive the completion of this transaction.

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. **LEASE CONDITION**: This offer is conditional upon the Purchaser and Vendor entering into a commercial lease to continue the existing use of the Property rent free (subject to operating costs as determined by the City which is the responsibility of the Vendor) for a term of one (1) year, on or before **September 2nd, 2022.** If, within that time, the parties are unable to finalize and execute a lease agreement to their mutual satisfaction, this Agreement notwithstanding any intermediate acts or negotiations, 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. This condition is for the benefit of both the Vendor and Purchaser and shall only be waived on the consent of both parties.

11. **CHATTELS INCLUDED**: none

12. **FIXTURES EXCLUDED**: none

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

#22108
July 25, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 253-255 Wellington Road - Wellington Road Gateway Project
(Subledger LD210012)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Danny Deep and Faddy Deep

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	14,395,654	1,247,618	2,389,628
Total Expenditures	$18,032,900	$14,395,654	$1,247,618	$2,389,628
Sources of Financing				
Capital Levy	1,896,342	1,513,849	131,200	251,294
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	12,881,805	1,116,418	2,138,334
Total Financing	$18,032,900	$14,395,654	$1,247,618	$2,389,628

Financial Note:

Purchase Cost	$1,145,000
Add: Legal Fees etc.	62,000
Add: Land Transfer Tax	19,375
Add: HST @13%	156,910
Less: HST Rebate	-135,667
Total Purchase Cost	$1,247,618

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.

Ken Clark on behalf of Jason Davis
Manager of Financial Planning & Policy

km

Appendix B – Location Map

247 Wellington Road

Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: MIROSLAW CICHEWICZ

REAL PROPERTY:

Address: 247 Wellington Road, London, ON N6C 4N6

Location: West side of Wellington Road, south of Foxbar Road

Measurements: approximately 438.99 m²/ 4,725.35 ft²

Legal Description: Part of Lots 29 & 30, Plan 452 (4th), in the City of London, County of Middlesex, As in Inst. No LC116932, being all of PIN 08364-0019 (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 THOUSAND DOLLARS CDN ($500,000.00) payable as follows:

   a) a deposit of Two Dollars ($2.00) cash or cheque on the date hereof as a deposit; and

   b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.

3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.

4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

   Schedule "A" Additional Terms and Conditions

5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **August 5th, 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 **August 19th, 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 **September 2nd, 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 14 day of July 2022.

SIGNED, SEALED AND DELIVERED
In the Presence of

Miroslaw Cichewicz
Per

Name: MIROSLAW CICHEWICZ

Title:

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 closing of this Agreement.

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

6. **SECTION 18 OF THE *EXPROPRIATIONS ACT*:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of the compensation payable in respect of the market value of the lands herein, being $23,500.00, prior to 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 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. **CHATTELS INCLUDED:**

11. **FIXTURES EXCLUDED:**

12. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable:

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#22114
July 25, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 247 Wellington Road
Wellington Road Gateway Project
(Subledger LD210014)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Miroslaw Cichewcz

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	15,643,272	541,733	1,847,895
Total Expenditures	$18,032,900	$15,643,272	$541,733	$1,847,895
Sources of Financing				
Capital Levy	1,896,342	1,645,048	56,969	194,325
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	13,998,224	484,764	1,653,570
Total Financing	$18,032,900	$15,643,272	$541,733	$1,847,895

Financial Note:

Purchase Cost	$500,000
Add: Legal Fees etc.	26,000
Add: Land Transfer Tax	6,475
Add: HST @13%	68,380
Less: HST Rebate	-59,122
Total Purchase Cost	$541,733

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

303 Richmond St., Suite 201
London, ON N6B 2H8

August 19, 2022

By email:

Chair Anna Hopkins; Members of City of London Planning and Environment Committee
City of London
300 Dufferin Avenue
PO Box 5035
London, ON N6A 4L9

Dear Chair Hopkins and Committee Members:

Re: Zoning By-law Amendment Application (Z-9521)
3700 Colonel Talbot Road and 3645 Bostwick Road
W3 Lambeth Farms Inc (c/o York Developments)
City of London File: Z-9521

We have reviewed the Planning and Economic Development report ('Planning Staff report') regarding our planning application for 3700 Colonel Talbot Road and 3645 Bostwick Road, and prepared for the Committee's August 22, 2022 meeting. This report recommends approval of a revised zoning structure for these lands to clarify the front yard setback requirements for residential units integrating front porches and garages. We are satisfied with the proposed refinements as set out in the Executive Summary; however we also request that the Committee consider a minor revision to the proposed Zoning By-law Amendment set out in Appendix A of the Planning Staff report.

Zoning By-law Amendment: Proposed Refinements

In addition to the modified front yard setback provisions identified in Appendix A, we respectfully request that the following site-specific zoning provision relating to garage positioning be revised in all instances where it has been applied to our property. This includes the 'Residential R1 (R1-3(23))' Zone variation referenced in the Planning Staff report (with emphasis added):

R1-3(23) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

v) **Garages shall not project beyond the façade of the dwelling <u>or</u> façade (front face) of any porch**, and shall not occupy more than 50% of lot frontage."

In effect, this regulation implements Section 20.5.3.9 iii) e) of the City's Southwest Area Plan (SWAP), which includes policies intended to minimize the potential for garage-dominated designs ('snout houses'). The referenced SWAP policy is presented below:

20.5.3.9 Urban Design

iii) Buildings and Site Design

e) In residential areas, garages shall be designed so that they are not the dominant feature in the streetscape. In particular, attached garages shall not:

- **project beyond the façade of the dwelling or the façade (front face) of any porch;** or
- contain garage doors that occupy more than 50% of the frontage of a lot unless the City is satisfied through the submission of detailed plans by the applicant that the garage doors can be appropriately integrated with the streetscape.

While we are supportive of this policy in principle, the ambiguous wording of the corresponding Zoning By-law regulation may result in a misinterpretation at the Building Permit stage. Specifically, we are concerned that City staff could interpret this regulation to require that the garage not project beyond the main building façade <u>and</u> the porch façade. Through this application review, we have received commentary from City staff indicating that this regulation is to read that the garage cannot be positioned in front of <u>either</u> the main building or the porch façade, whichever is closer. Notwithstanding, as this application is required to address uncertainly regarding another site-specific Zoning By-law interpretation, we are seeking to have this related matter clarified as part of this application process.

From our perspective, minor revisions to the Zoning By-law would help ensure that the correct interpretation of Section 20.5.3.9 iii) e) of the SWAP is applied going forward. To this end, we propose the following modification to <u>all</u> corresponding site-specific setback regulations applied to 3700 Colonel Talbot Road and 3645 Bostwick Road:

> Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

Alternative Zoning By-law Amendment

In light of these considerations, we request that the Planning and Environment Committee endorse our application, including the enclosed modifications to the proposed Zoning By-law Amendment (bolded and underlined). The requested modifications apply to all site-specific zone variations identified in the Planning Staff report.

Please note that David Ailles from our office intends to address this matter at the Committee's August 22nd public meeting. Our team is also available to assist in any way to address any questions you may have regarding the matters discussed. I may be contacted at 519-640-8968.

Respectfully submitted,

Ali Soufan
President, York Developments

Cc: L. Mottram, H. Lysynksi; City of London
Mayor E. Holder, Council Members; City of London

Enclosure:
1. Draft Zoning By-law Amendment

Appendix A (Alternative)

Appendix "A"

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

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

A bylaw to amend By-law No. Z.-1 to rezone lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road.

WHEREAS MHBC Planning (Scott Allen) has applied to rezone lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Section Number 5.4 c) of the Residential R1 Zone is amended by amending the following Special Provision to read as follows:

R1-3(23) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling (Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Setback, Garages (Minimum): 6 metres (19.7 feet)

iv) Interior Side Yard (Minimum): 1.2 metres (3.9 feet)

v) Lot Coverage (Maximum): 45%

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

2) Section Number 5.4 d) of the Residential R1 Zone is amended by amending the following Special Provision to read as follows:

R1-4(36) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling

(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Garages
(Minimum): 6 metres (19.7 feet)

iii) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

3) Section Number 6.4 a) of the Residential R2 Zone is amended by amending the following Special Provision to read as follows:

R2-1(17) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Setback, Garages
(Minimum): 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum): 1.2 metres (3.9 feet)

v) Lot Coverage 45%
(Maximum):

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

4) Section Number 6.4 c) of the Residential R2 Zone is amended by amending the following Special Provision to read as follows:

R2-3(5) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Setback, Garages
(Minimum): 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum): 1.2 metres (3.9 feet)

v) Lot Coverage (Maximum): 45%

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **<u>whichever is closer to the front lot line,</u>** and shall not occupy more than 50% of lot frontage.

5) Section Number 8.4 of the Residential R4 Zone is amended by amending the following Special Provision to read as follows:

R4-6(12) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Lot Frontage (Minimum): 7.0 metres (23.0 feet)

ii Front Yard Setback, Dwelling(s) (Minimum): 3 metres (9.8 feet)

iii) Front Yard Setback, Dwelling(s) for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iv) Front Yard Depth, Garages (Minimum): 6 metres (19.7 feet)

v) Interior Side Yard (Minimum): 1.2 metres (3.9 feet)

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **<u>whichever is closer to the front lot line,</u>** and shall not occupy more than 50% of lot frontage.

vii) Driveway widths are limited to 3.5m (11.5 feet) per lot.

6) Section Number 10.4 e) of the Residential R6 Zone is amended by amending the following Special Provision to read as follows:

R6-5(62) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Dwelling(s) (Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Dwelling(s) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Depth, Garages (Minimum): 6 metres (19.7 feet)

iv) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

v) Density
(Minimum): 30 units per hectare

7) Section Number 10.4 e) of the Residential R6 Zone is amended by amending the following Special Provision to read as follows:

R6-5(65) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Dwelling(s)
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Dwelling(s) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Depth, Garages
(Minimum): 6 metres (19.7 feet)

iv) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

v) Density
(Minimum): 30 units per hectare
(Maximum): 75 units per hectare

vi) Provide built form along the OS1 Zone and orient the buildings to the open space by including individual unit doors or a main building entrance facing the open space.

8) Section Number 12.4 of the Residential R8 Zone is amended by amending the following Special Provision to read as follows:

R8-4(50) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback (Dwelling or Building)
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback (Dwelling or Building) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Depth, Garages
(Minimum): 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum): 1.2 metres (3.9 feet)

v) Density
(Minimum): 30 units per hectare

(Maximum): 75 units per hectare

v) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

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 September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

STRIK BALDINELLI MONIZ

MEMORANDUM

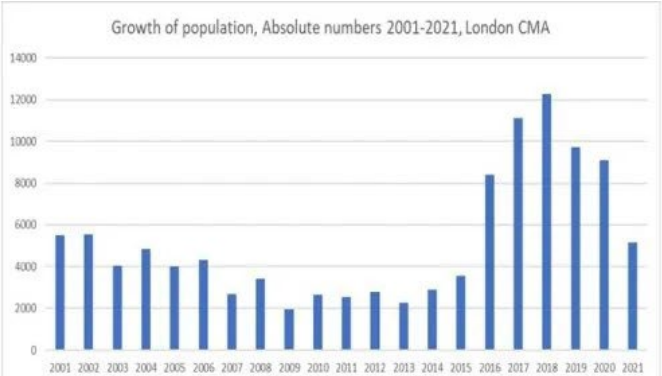
To: Mayor and Councillors, City of London

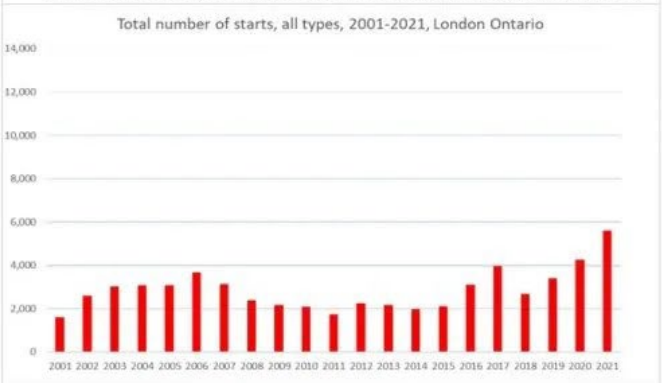
Date: August 31, 2022

RE: 712 Base Line Road East – Proposed Mixed-Use 16 Storey Tower – Bonus Zone Review (City File # Z-9474)

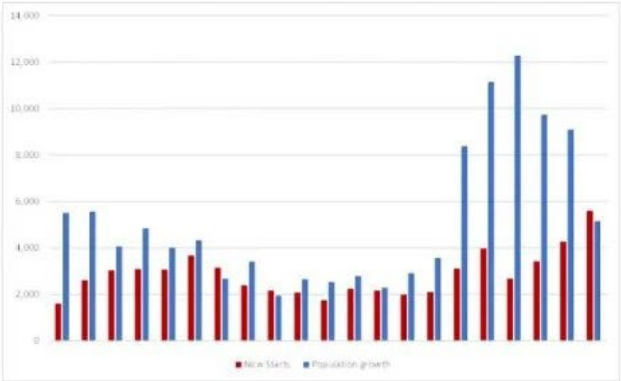
The following memorandum pertains to the application for a proposed 16-storey, 150-unit residential and commercial tower development at 712 Base Line Road East. As was acknowledged in the August 22 Planning and Environment Committee (PEC) Meeting, the development:

- Is favourably and completely transit-oriented in planned land use and intensity, and will support bus rapid transit (BRT) development long-term;
- has a high-quality point tower design, and is part of a Master Plan for the redevelopment of the entire Westminster Centre shopping mall over the long-term that would provide more housing (particularly much needed one- and two-bedroom apartments), amenity areas and green spaces strategically around the Transit Village, London Health Sciences Centre (LHSC), and local community;
- provides affordable housing as a bonusable element of the proposed development which permits the development to go from 12 storeys in height to 16 storeys in height. London lags significantly behind in meeting housing demand relative to population growth at this time





Comparing Population Growth total, with "New Housing Starts total (2001-2021)



The proposal is consistent with the terms of reference as outlined in the Pre-Consultation Record of Consultation provided by City staff which cited Bonusing under the London Plan. Outside of contributions to taxes and development charges, Westdell is making a significant investment in the redevelopment of a plaza that for many years sat largely vacant and underutilized. As has been demonstrated in the revitalization of numerous commercial plazas throughout the City by Westdell, Westdell arguably more than any other developer in the City has been successful at encouraging and contributing to neighbourhood renewal in areas long over-due for community improvement, redevelopment and intensification.

The willingness to take on such redevelopments over the long-term is not without its risks or costs. Westdell has consistently taken its direction from the City with respect to their redevelopment efforts and is doing transit-oriented development along the north, south, west and east legs of the planner BRT Corridors. At this time regular BRT ridership is the preferred form of transportation for less than 20% of the City of London residents. Notwithstanding that, Westdell followed City staff's direction in its planned efforts for the redevelopment of this plaza as well. Correspondingly, real estate finances are based on the respective growth and development parameters provided through the London Plan.

The divergence in opinion in what should be considered an appropriate number of affordable housing units for such a development is based on 1989 Official Plan policies which have been repealed and are no longer in effect. The 5 affordable housing units required under the London Plan are being provided in addition to 3 more affordable housing units which equates to an investment of approximately $2.4 million dollars. The provision of these units at 80% average market rent (AMR) for a duration of 50 years is a noteworthy contribution to affordable housing in the City. Staff suggested 12 units, which is what was approved at PEC.

Closing

Westdell Development Corp. is committed to the revitalization and redevelopment of 712 Base Line Road. We humbly ask that Council members support the rezoning and associated bonusing for this site based on the multiple contributions noted above and ask that the earlier highlighted bonus zone be amended accordingly. The site will be developed in a comprehensive manner that is harmonious and responsive to future BRT and Transit Village. Please feel free to contact the undersigned should you have any questions or wish to discuss the proposed transit-oriented development. We thank you for your consideration.

Respectfully Submitted,

Strik, Baldinelli, Moniz Ltd.
Planning • Civil • Structural • Mechanical • Electrical

MPoddar

Maneesh Poddar, Hons BA, MAES
Planner II

T:(519) 471-6667 x 148
E: mpoddar@sbmltd.ca
www.sbmltd.ca

Westdell Development Corp.

David Traher
Vice President Planning/Development

encl. Memorandum to PEC Members, sent August 18, 2022

STRIK BALDINELLI MONIZ

MEMORANDUM

To: Planning and Environment Committee
City of London

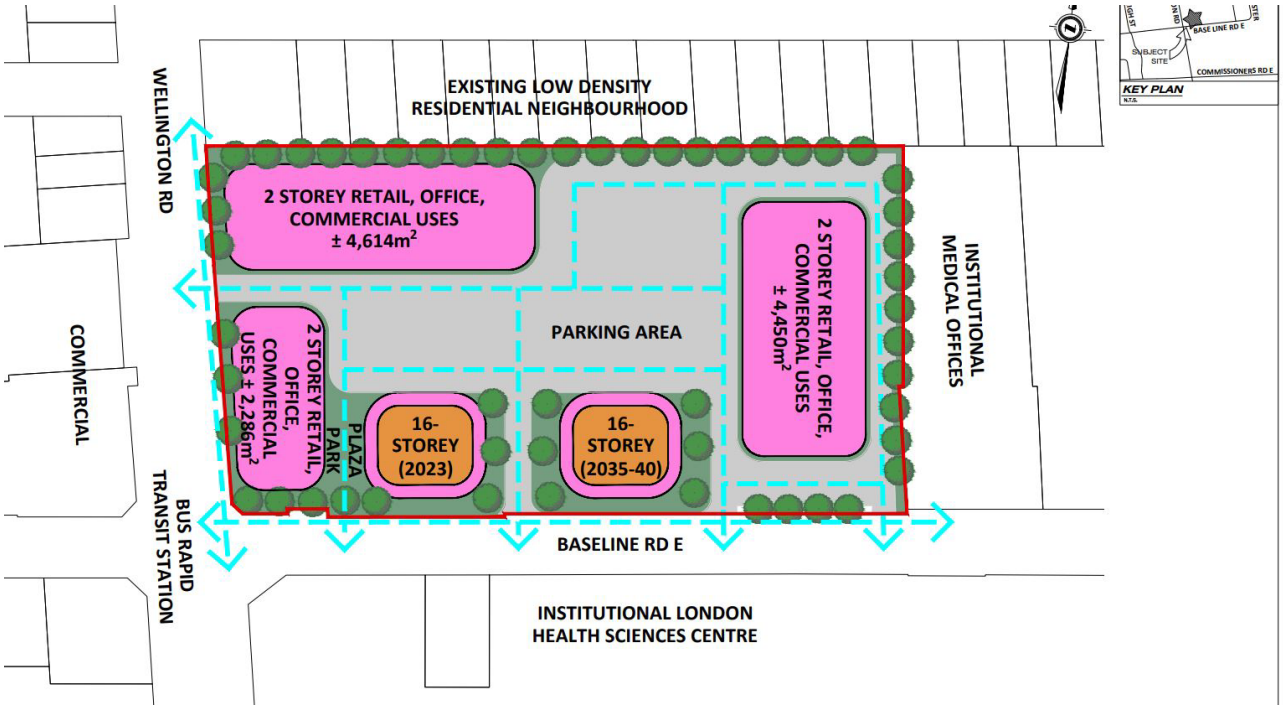
Date: August 18, 2022

RE: 712 Base Line Road East – Proposed Mixed-Use 16 Storey Tower – Bonus Zone Review (City File # Z-9474)

The following memorandum pertains to specific matters of the draft bonus zone for the proposed 16- storey, 150-unit residential and commercial tower at 712 Base Line Road East. It is requested that the Bonus Zone be amended to remove the selected urban design provisions, and amend the requested minimum number of affordable units.

The said bonus zone allows the proposed development to attain 16 storeys in height. Such a building would normally be permitted a maximum height of 12 storeys at the 712 Base Line Road East location in accordance with London Plan policies. The proposed development would replace an existing retail building that was until recently a Beer Store. More importantly, the proposed development is part of a larger Master Plan for the entire redevelopment of the Westminster Shopping Mall which encompasses 712 Base Line Road East.

Master Plan



As was stated to City staff, the proposed 16 storey building initially appears in isolation, but it will be one of multiple components of the redevelopment of the existing commercial plaza as outlined in the submitted Master Plan. As the BRT system becomes better established, there is planned to be continued residential intensification of the site with greater conversion of surface parking area to more pedestrian and greener/amenity space. It

should be noted that the South Corridor of the BRT system will not start development till 2023, and is not scheduled to be completed till 2026

The redevelopment of the commercial plaza is planned in three phases over approximately twenty-five years, in anticipation of the continued increase of BRT infrastructure and ridership. The overall vision for the redevelopment of the plaza encompasses:

- two high-rise apartment towers of 16 storeys;
- medium density, medium rise multi-family buildings, of approximately 4 storeys maximum;
- commercial ground levels with small to medium sized stores from 50m^2 to 1000 m^2, cafes, boutiques, restaurants;
- surface and underground parking, as well as upper-level structure parking in the apartment towers.
- an active transportation system that reinforces the Transit Village place type and focus on the Bus Rapid Transit System; and
- an appropriate mix of amenity areas including open space, parks, and parkettes.

Bonusing Zone Concerns

Westdell Development Corp. is appreciative of City of London Planning Staff's general support of the application, recognizing that it is a transit-oriented development that will strengthen public transit use, particularly in the initial phases of the south leg of London's planned Bus Rapid Transit (BRT). Further it will provide much needed housing, and affordable housing in a strategic area of the City, across from the London Health Sciences Centre and Victoria Hospital, northeast of Wellington Road and Base Line Road.

As alluded to above, the matters of concern related to the bonus zone fall in two categories:

1) The desired number of affordable housing units

2) Requested urban design elements that are physically impracticable for the proposed development

Affordable Housing Units

With regards to affordable housing units, Westdell Development Corp. supports the provision of affordable units as per the London Plan policies which are now fully in force and effect. In keeping with the London Plan policies, 5 affordable housing units are required as per London Plan policies.

This is consistent with the feedback provided during Pre-Consultation which is captured in the Record of Consultation. City Planning and Urban Design staff both make references specifically to the London Plan for bonusing and amendments to the Zoning By-law. The Record of Consultation states:

"The London Plan contemplates a maximum height of 16 storeys with Bonus in the Rapid Transit Corridor Place Type. As this proposal will require a Bonus Zone, the proposed building and site design should incorporate the following as part of the future Zoning By-law Application…"

That said, City Planning Staff are now utilizing the policies of the 1989 Official Plan to determine the appropriate number of affordable housing units. Under the 1989 Official Plan policies, which view 'housing lift' based on density rather than building height (as is the case in the London Plan) 12 affordable units would be required.

In good faith, Westdell Development Corp. is willing to go beyond the 5-unit affordable housing requirement of the London Plan and provide 8 affordable housing units. As would be expected in the case of 12 affordable housing units, Westdell Development Corp. would provide the 8 units in keeping with Planning staff and Housing Development Corporation staff's general expectations of:

i. A minimum of 10% of the 'building lift' will be provided in the development, representative of the bedroom and unit mix of the overall building;

ii. 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;

iii. The duration of affordability set at 50 years from the point of initial occupancy of the respective building;

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 entered on title with associated compliance requirements and remedies.

The select adherence to only the 1989 Official Plan in this context is not in keeping with consistent and equitable planning policy implementation and administration. This investment contributes well over two million dollars in increasing the supply of affordable housing in a key area of the City, and will generates substantial funds to the City in on-going property taxes. Westdell Development Corp. has contributed immensely to the revitalization of numerous previously derelict commercial plazas throughout the City and their surrounding neighbourhoods.

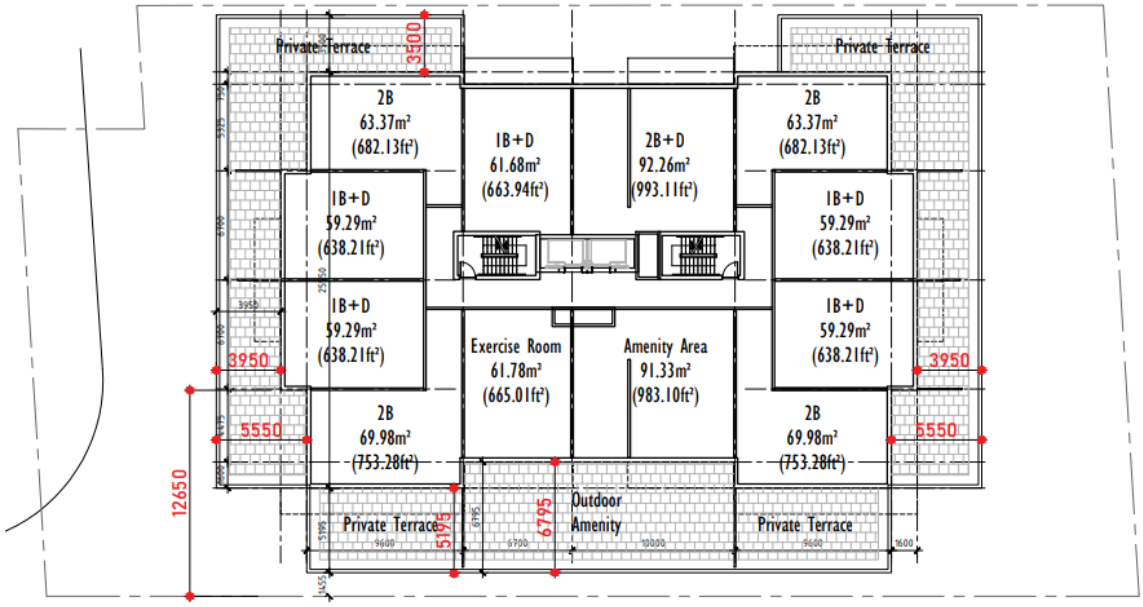
Urban Design and Building Design

With regards to urban design, the design of the building has followed London Plan urban design policies and guidelines. The building is of a high-quality design and meets the desired point-tower form with a podium base and clearly defined 'base, middle, and top' configuration espoused by City Urban Design staff. However, there are particular urban design elements requested by City staff, that are impracticable given the site context at present. Further the goals of the said urban design elements are addressed by other architectural and design means. The urban design elements which are not reasonably achievable include:

- The provision of a 'full forecourt'
- Providing for a front yard setback of 2-4m for more urban streetscape treatment
- Creating a minimum 5 metre step-back at the 4th floor

The provision of a full forecourt and creating a greater front yard setback are not possible given the need to maintain a certain level of parking for existing commercial tenants of the plaza and ensure the existing parking layout is functional. Nonetheless, the base of the proposed building is street-oriented and would create an attractive and animated street edge with the inclusion of commercial units on the ground floor.

A well-designed step-back at the 4th floor along Base Line Road is already planned to be provided. The planned step-back would achieve the same objective of creating desirable amenity space and enhancing the pedestrian realm. An image of the 4th floor plan showing the currently planned step-back is provided below



4th Floor Plan Floor Plate 921.71m² (9921.53ft²)

SCALE 1 : 200

Closing

Westdell Development Corp. is committed to the revitalization and redevelopment of 712 Base Line Road. We humbly ask that PEC members support the rezoning and associated bonusing for this site based on the multiple contributions noted above and ask that the highlighted urban design and affordable housing provisions of the bonus zone be amended accordingly. The site will be developed in a comprehensive manner that is harmonious and responsive to the future bus rapid transit. Please fee free to contact the undersigned should you have any questions or wish to discuss the proposed transit-oriented development. We thank you for your consideration.

Respectfully Submitted,

Strik, Baldinelli, Moniz Ltd.
Planning • Civil • Structural • Mechanical • Electrical

MPoddar

Maneesh Poddar, Hons BA, MAES
Planner II

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www.sbmltd.ca

Westdell Development Corp.

Dave T

David Traher
Vice President Planning/Development

August 29, 2022

London City Council
City of London
300 Dufferin Avenue
PO Box 5035
London, ON
N6A 4L9

Re: 1737 Richmond Street (Z-9470)

The following memorandum pertains to specific matters of the draft bonus zone for our proposed residential and commercial tower at 1737 Richmond Street, owned by Richmond Hyland Centre Inc., wholly owned by Westdell Development Corp. At its meeting on August 22, 2022, the Planning and Environment Committee (PEC) recommended approval of the draft zoning by-law attached to the staff report from the Director, Planning and Development. Although we appreciate the general support of the project, we continue to have concerns with some aspects of the draft zoning by-law.

Background

We are proposing a 22-storey mixed-use building at 1737 Richmond Street with 276 residential units, 2,107 m^2 of commercial/office space and 326 vehicle parking spaces (the "Proposal"). The purpose of this memo is to specifically address the draft amending Zoning By-law being recommended and attached to the staff report from the Director, Planning and Development. Although City of London Planning and Development Services staff advise they generally support the Proposal and are recommending approval, we (i.e., the Applicant and Agent) have concerns about some aspects of the City's proposed Amending Zoning By-law (the "City ZBA"). These concerns will be addressed below in order of appearance.

City ZBA Preamble

The City ZBA preamble correctly asserts that a bonus zone is being requested to implement the Proposal. Under the *Planning Act*, a municipality may pass a by-law, known as a bonus zone, to authorize increases in the height and density of development beyond what is otherwise permitted by the Zoning By-Law, in return for the provision of such facilities, services, or matters as outlined in the bonus zone. In accordance with provincial legislation, bonus zoning will be phased out as of September 18, 2022.

Additional Building and Site Design Requirements

This section of the City ZBA lists "outstanding" building and design requirements, as follows:

1) Additional Building and Site Design Requirements

   i) Reduce the high-rise portion (above 8 stories) as a slender tower (maximum floor plate size of up to 1000 square meters within a 1.5:1 length: width ratio) in order to reduce any possible "slab-like" appearance, shadow impacts, obstruction of sky views and to be less imposing on neighbouring properties and public spaces.
   ii) Articulate the podium facades particularly on the east and west facades with recesses, projections, balconies and terraces, alternating brick tones, fenestration to provide depth and variation in the built form and to enhance the pedestrian environment and break up the massing.
   iii) Reduce the blank wall facades on the west elevation ground level facing North Centre Road. Increase visual interest through the use of increased glazing, public wall art, or additional door access. Provide windows for clear sight lines facing North Centre Road from the section of abutting parking garage where the accessibility parking space is located.
   iv) Provide a separate key access door to the bike storage room facing North Centre Rd for improved bicycle accessibility in and out of the building and improved streetscape activity.
   v) Connect this separate bike storage entrance to the public sidewalk.
   vi) Utilize a decorative or public art wall feature and treatment to address the southwest corner and provide visual interest while breaking up the podium massing and establishing a sense of place through this unique feature.

The Proposal is a revision representing the architectural drawings submitted to the City as part of the second submission. In response to first submission comments received from Development Services staff, as well as from Urban Design Peer Review Panel members, we have made substantial changes and believe that we have proposed a project that is in alignment with the applicable policy framework, particularly *The London Plan* and the Transit Village Place Type policies.

The general purpose of an amending zoning-by-law is to clearly outline specific requirements for a development site that are legally enforceable. This is usually accomplished through numerical requirements that outline general and major aspects of a development such as building height and setbacks, not details such as the bike storage room entrance, as required by 1) iv) and v).

We believe that some of the comments, particularly 1), ii) and iii), are general design comments that have no objective or quantitative way of being satisfied or demonstrating compliance. In other words, under what circumstances would these comments be satisfied and who decides that? As such, they are not appropriate to be included in the City ZBA.

Although requirement 1) i) is quantitative, it is also problematic as it refers to policy 6.2 v) from the Masonville Secondary Plan, which is still under appeal and cannot be determinative and act as the authority for the City ZBA. Regardless, we acknowledge this policy is informative since it is included in a Council-approved document and believe the proposed building conforms to this policy even if it doesn't exactly comply. For example, the floor plates above the 8th storey between the 9th and 20th storey are approximately 1,044 m^2. Policy conformance does not require compliance.

Provision of Affordable Housing

The City ZBA requires 22 affordable housing units, as outlined in the following extract:

2) Provision of Affordable Housing

i) A total of 22 units based on 10% of the "lift" of the number of units beyond 150 units per hectare (based on 297 total units) be dedicated to affordable rental housing in exchange for the granting of increased height and density. The mix of the dedicated affordable rental units should be reflective of the unit mix for the 22-storey apartment building.
ii) The affordable housing units should be evenly distributed throughout the individual buildings to the greatest extent possible.
iii) 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.
iv) The duration of affordability set at 50 years from the point of initial occupancy.
v) The proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations.

City staff used the 1989 Official Plan as the policy framework and completed the bonusing calculation as follows. The 0.52 hectares (i.e., development area) X 150 units per hectare (i.e., standard density for high rise as per Section 3.4.3. of the 1989 Official Plan) = 78 units permitted. Since we're proposing 297 total units (i.e., 276 residential units and 21 commercial/office units), the difference between the permitted and the proposed is 219 (i.e., 297-78=219). So the "lift" or the difference between the permitted and the proposed density is 219 units. Staff then apply 10% to the 219 units to arrive at 22 units.

Our initial submission was for a mixed-use 22-storey building with 226 residential units and 26 commercial units for a total of 252 units. Our submission was based on preliminary communication with City staff as part of the pre-application consultation process, where the requirement for bonus zoning was discussed. The proposed 22-storey height selected for the building is the maximum height permitted under *The London Plan* Transit Village Place Type 2 Bonus Zone.

As outlined in the Planning Justification Report submitted in support of the Zoning By-law Amendment application, our initial submission proposed 7 affordable rental units using *The London Plan* as the policy framework and was calculated as follows. The "lift" or bonusable intensity is based on the number of storeys between the proposed height of 22 storeys and the standard height of 15 storeys, which is 7 storeys. This works out to 66 units – these are the "bonus units". We also applied the 10% applied by staff to arrive at a rounded number of 7 affordable units, which was the basis of our first submission. Since we increased the total number of units as part of our second submission, we also decided to increase the total number of proposed affordable housing units to 10 units – these are proposed to be rental units.

Therefore, the difference in the number of affordable housing units proposed by us and recommended by staff results from the "lift" being calculated using two different policy frameworks. It is important to note that neither the 1989 Official Plan nor *The London Plan* clearly identify how to calculate the provision of affordable housing units. As a result, the affordable housing calculations described above are the result of a combination of policy interpretation, negotiation, and past practices.

Although *The London Plan* is now in full force and effect, City staff have justified their use of the 1989 Official Plan as the policy framework for the affordable housing calculation by saying that our planning application was submitted when the general policies of *The London Plan*, including the bonusing provisions, were still under appeal at the Ontario Land Tribunal. If this is a legally correct argument, City staff should have clearly advised all stakeholders, including the London Housing Development Corporation, at the beginning of the process (i.e., during the pre-application consultation meeting). They did not do this and only informed us about the policy framework they would be applying on July 6, 2022. Furthermore, the pre-application consultation comments provided by City staff outlined in a document dated July 13, 2021 refer to the bonusing provisions of *The London Plan* (e.g., Type 2 Bonus Zone).

Although we believe *The London Plan* should be the applicable policy framework for calculating the number of appropriate affordable housing units, we also believe that the proposed 10 affordable housing units would conform to the bonus zoning provisions of the 1989 Official Plan (policy 19.4.4.), which state that "[t]he *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.."*

Finally, while deliberating the subject application at its meeting on September 6, 2022, we would also like Council to consider PEC's August 22, 2022 approval recommendation for item OZ-9263/Z-9264 (1067, 1069, and 1071 Wellington Road). This application for an Official Plan and Zoning By-law amendment was deliberated by PEC on July 25, 2022, and by Council on August 2, 2022. Council referred the item back to staff and requested that it be brought forward to the August 22, 2022 PEC meeting. The number of affordable housing units recommended by staff was significantly higher than the number of units proposed by the applicant. At its meeting, PEC recommended approval of 65 affordable housing units - with the concurrence of the applicant - whereas the staff report presented at the July 25, 2022 PEC meeting recommended approval of 93 affordable housing units.

Prohibited Uses

The City ZBA also lists certain prohibited uses, as follows:

a) Prohibited Uses:

i) Commercial parking lots and structures and accessory parking lots;

ii) Uses with drive-through facilities.

The parking associated with the Proposal is intended to be accessory and to support the principal commercial/office and residential uses. We are not proposing stand-alone parking lots or structures. Our concern with the proposed outright prohibition of "commercial parking structures" and "accessory parking lots" is that, based on the definition of these terms in the existing City of London Zoning By-law, it may prohibit any future monetization of vehicle parking spaces, such as charging customers and residents modest parking fees to offset operating costs.

In conclusion, we respectfully request that London Council members approve a revised version of the zoning by-law amendment that considers the above-noted concerns of the Applicant and Agent.

Respectfully submitted,

Simona Rasanu, RPP, MCIP
Planner
Agent

David Traher
Westdell Development Corp.
Applicant

Subject: Fw: heritage designation Kent Brewery

Date: 2022-08-29 10:39

From: Hazel Elmslie

To: "planning@lonfdon" <planning@lonfdon>, "van Holst, Michael" <mvanholst@london.ca>,

Please forward this to the correct party for inclusion in Council's deliberations on this designation.

I fully supprt the PEC and Staff recommendation, and request Council to do the same.

Hazel Elmslie

63 Arcadia Crescent

London, ON, N5W 1P5

Please forward me a link that works, to the recomendation, so I may fully understand the staff rationale.

Thanks

Hazel

From: marcus
Sent: Saturday, August 20, 2022 8:56 AM
To: PEC <pec@london.ca>
Subject: Re: [EXTERNAL] North Talbot letter re: 197 and 183 Ann St. heritage designation - Item for Direction 4.1.

Good morning Penny,

Please add my support for the North Talbot letter re: 197 and 183 Ann St. heritage designation to the Council Agenda.

Thanks,
Marcus Coles

From:
Sent: August 24, 2022 11:07 AM
Subject: Re: heritage designation Kent Brewery

Dear Neighbour,

The Planning and Environment Committee narrowly approved heritage designation for the Kent Brewery at 197 Ann St. and the home of its brewmaster, John Hamilton at 183 Ann St. It is important to note that the heritage designation does not protect these buildings from demolition if a request to demolish was brought forward to Council. That's why the staff recommendation was adopted, because demolition is still on the table.

York development brought an objection forward against heritage designation because they likely know that they would not win if they appealed to the Ontario Land Tribunal. The Kent Brewery and the home of John Hamilton is so unique that an independent impartial govt. body would likely uphold its heritage designation.

Councillor Shawn Lewis and Steve Hillier opposed and it is anticipated the Ward 13 Councillor John Fyfe-Millar will also oppose heritage designation as he has acted shamelessly on behalf of York Development all along, and spoken condescendingly to residents expressing real concerns regarding heritage preservation, and massing of the proposed development.

The zoning amendment approved by Council which allows for two massive towers and a commercial zone to be build without any green space for the neighbourhood - no trees, no green space for residents - just a giant block of a building - has been appealed to the Ontario Land Tribunal.

Staff report: https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=94249

Councillor John Fyfe-Millar receives donations from York Development and Mayor Ed Holder receives thousands of dollars from York Development. Election donations are on the public record and can be viewed by anyone.

But what is so important, is that while John Fyfe-Millar may have rich business friends, there are far more everyday people that feel they lack representation and resent being rolled over by big money.

Thank You for anyone that signed onto the community letter supporting heritage designation. We will be doing this again for Council.

AnnaMaria Valastro

North Talbot Community

Strategic Priorities and Policy Committee
Report

12th Meeting of the Strategic Priorities and Policy Committee
August 30, 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: K. Van Lammeren, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, B. Card, S. Corman, J. Dann, J. Davison, K. Dickins, A. Dunbar, S. Mathers, M. Schulthess, C. Smith

The meeting is called to order at 4:01 PM; it being noted that the following Members were in remote attendance: M. van Holst, M. Salih, J. Helmer, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor J. Helmer discloses a pecuniary interest with respect to Item 2.2, having to do with the Municipal Accommodation Tax and Short-term Accommodations, by indicating that he has rented home in past with AirBNB and may do so again in the future.

2. Consent

2.1 3rd Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: M. Hamou
Seconded by: E. Peloza

That the 3rd Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee, from its meeting held on August 11, 2022, BE RECEIVED.

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)

2.2 Municipal Accommodation Tax - Amended By-law to Include Short-Term Accommodations

Moved by: M. van Holst
Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated August 30, 2022 as Appendix ‘A’, BE INTRODUCED at the Municipal Council meeting on September 6, 2022, with respect to the by-law entitled “A By-law to Impose a Municipal Accommodation Tax”.

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)

3. Scheduled Items

None.

4. Items for Direction

4.1 Allocation of Remaining London Community Recovery Network (LCRN) Funding

Moved by: M. Cassidy
Seconded by: J. Fyfe-Millar

That the Civic Administration, including (but not limited to) staff in Social and Health Development BE DIRECTED to work together with Community Partners to develop London Community Recovery Network (LCRN) business cases with a focus on addressing London's social recovery, especially in mitigating the effects of homelessness, precarious employment, food insecurity, etc; it being noted that the Strategic Priorities and Policy Committee received a communication dated August 25, 2022 from K. Pagniello, Executive Director, M. Laliberte, Staff Lawyer and T. Kiefer, Housing Support Worker, Neighbourhood Legal Services with respect to this matter.

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)

5. Deferred Matters/Additional Business

None.

6. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 4:12 PM.

Corporate Services Committee
Report

12th Meeting of the Corporate Services Committee
August 22, 2022

PRESENT: Councillors S. Lewis (Chair), M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, Mayor E. Holder

ALSO PRESENT: J. Taylor, B. Westlake-Power

Remote Attendance: Councillor M. van Holst; L. Livingstone, A. Barbon, S. Corman, J. Davison, M. Schulthess, S. Tatavarti, B. Warner, J. Wills

The meeting is called to order at 12:00 PM; it being noted that Mayor E. Holder and Councillor M. Cassidy were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: M. Hamou
Seconded by: M. Cassidy

That Consent Items 2.1 and 2.2, 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 Declare Surplus - City-Owned Closed Road Allowance - Upper Canada Crossing

Moved by: M. Hamou
Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a closed public highway described as part of Upper Canada Crossing, abutting Lots 24 and 25, Plan 33M-624, and a one foot reserve being Block 186, Plan 33M-624 (the “Subject Property”), the following actions be taken:

a) the subject property BE DECLARED SURPLUS; and,

b) the subject property BE TRANSFERRED to Southside Construction Management Limited.

Motion Passed

2.2 Municipal Compliance Audit Committee

Moved by: M. Hamou
Seconded by: M. Cassidy

That, on the recommendation of the City Clerk, the following actions be taken with respect to the 2022 Municipal Election Compliance Audit Committee:

a) the proposed by-law as appended to the staff report dated August 22, 2022 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to establish a Municipal Compliance Audit Committee for the 2022 Municipal Election in accordance with section 88.37 of the *Municipal Elections Act, 1996*, as amended;

b) the proposed by-law as appended to the staff report dated August 22, 2022 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to approve the appointments to the Municipal Election Compliance Audit Committee for the 2022 Municipal Election in accordance with section 88.37 of the *Municipal Elections Act, 1996*, as amended; and,

c) the Elections Reserve BE APPROVED as the source of funding for the annual operating costs related to the Municipal Compliance Audit Committee for the 2022 Municipal Election.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

Moved by: J. Fyfe-Millar
Seconded by: M. Hamou

That items 4.1, 4.3 and 4.4 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 - Rail Safety Week 2022

Moved by: J. Fyfe-Millar
Seconded by: M. Hamou

That based on the application dated August 3, 2022 from CN, September 19 - 25, 2022 BE PROCLAIMED as Rail Safety Week 2022.

Motion Passed

4.3 Application - Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation

Moved by: J. Fyfe-Millar
Seconded by: M. Hamou

That based on the application dated August 10, 2022 from N'Amerind (London) Friendship Centre Inc., September 30, 2022 BE PROCLAIMED as Orange Shirt Day/National Day for Truth and Reconciliation.

Motion Passed

4.4 Application - Issuance of Proclamation - Canadian Islamic History Month (2007) and Ontario Islamic Heritage Month (2016)

Moved by: J. Fyfe-Millar
Seconded by: M. Hamou

That based on the application dated August 8, 2022 from City of London Anti-Islamophobia Working Group, the month of October 2022 BE PROCLAIMED as Canadian Islamic History Month (2007) and Ontario Islamic Heritage Month (2016).

Motion Passed

4.2 Application - Issuance of Proclamation - Wrongful Conviction Day

Moved by: J. Fyfe-Millar
Seconded by: E. Holder

That based on the application dated August 8, 2022 from International Wrongful Conviction Day Committee, October 2, 2022 BE RECEIVED and no action BE TAKEN.

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: J. Fyfe-Millar
Seconded by: M. Hamou

That the Corporate Services Committee convenes in Closed Session to consider the following:

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

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

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

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

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

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

6.4. Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City.

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 12:10 PM to 12:20 PM.

7. Adjournment

Moved by: J. Fyfe-Millar
Seconded by: M. Cassidy

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:23 PM.

Civic Works Committee
Report

The 11th Meeting of the Civic Works Committee
August 23, 2022

PRESENT: Councillors E. Peloza (Chair), M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, Mayor E. Holder

ALSO PRESENT: A. Pascual and J. Taylor

ALSO PRESENT: Councillors M. Hamou and S. Lewis; M. Butlin, J. Dann, S. Maguire, K. Oudekerk, K. Paleczny, 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 pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder
Seconded by: P. Van Meerbergen

That Items 2.1, 2.2, 2.3, and 2.4 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 Amendments to the Traffic and Parking By-Law

Moved by: E. Holder
Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated August 23, 2022, BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022, to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London”. (2022-T08)

Motion Passed

2.2 Vauxhall Wastewater Treatment Plant Rotating Drum Thickener Equipment Single Source

Moved by: E. Holder
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 August 23, 2022, related to the purchase of a rotating drum thickener at Vauxhall Wastewater Treatment Plant:

a) the contract for purchase of a rotating drum thickener BE AWARDED to JWC Environmental Canada as a single source procurement for a total value of $171,295.00, excluding HST, in accordance with Section 14.4 (d) of the City of London's Procurement of Goods and Services Policy;

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

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E07)

Motion Passed

2.3 Basement Flooding Grant Program By-Law Amendment

Moved by: E. Holder
Seconded by: P. Van Meerbergen

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated August 23, 2022, BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022, to amend By-law No. A.-7562-160, as amended, being "A by-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector and Storm Drain Connection Grant Program By-law" by deleting Schedule "A" to the By-law and by replacing it with a new Schedule "A" to clarify language and terminology within the By-law and revise the funding upset limits to account for inflation. (2022-D03)

Motion Passed

2.4 Consultant Design Fee Extension Award Labatt Sanitary Siphon

Moved by: E. Holder
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 August 23, 2022, related to the award of additional consulting fees to R.V. Anderson Associates Limited for the Labatt Sanitary Siphon Infrastructure Renewal Project:

a) the engineering design fees for R.V. Anderson Associates Limited (RVA) BE INCREASED by $297,474.00 in accordance with the estimates, on file, to an upset amount of $506,287.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

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

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

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-D04)

Motion Passed

3. Scheduled Items

3.1 2021 London Transit Commission Annual Report

Moved by: M. van Holst
Seconded by: P. Van Meerbergen

That the 2021 London Transit Commission Annual Report, as appended to the Agenda, and the delegation from K. Paleczny, General Manager, London Transit Commission, with respect to this matter, BE RECEIVED. (2022-T03)

Yeas: (6): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: J. Helmer
Seconded by: J. Fyfe-Millar

That the Civic Works Committee Deferred Matters List as at August 15, 2022, BE RECEIVED.

Yeas: (6): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

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

That the meeting BE ADJOURNED.

Yeas: (6): E. Peloza, M. van Holst, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Motion Passed (6 to 0)

The meeting adjourned at 12:28 PM.

Planning and Environment Committee
Report

14th Meeting of the Planning and Environment Committee
August 22, 2022

PRESENT: Councillors A. Hopkins (Chair), S. Lewis, S. Lehman, S. Turner, S. Hillier

ABSENT: Mayor E. Holder

ALSO PRESENT: PRESENT: Councillor J. Fyfe-Millar; H. Lysynski and J.W. Taylor

REMOTE ATTENDANCE: Councillors M. van Holst, M. Cassidy, M. Hamou, J. Morgan and E. Peloza; I. Abushehada, O. Alchits, A. Anderson, G. Barrett, J. Bunn, M. Corby, L. Dent, K. Edwards, M. Feldberg, M. Greguol, D. Harpal, M. Hefferton, H. McNeely, P. Kokkoros, C. McCreery, L. Mottram, N. Musicco, B. Page, C. Parker, A. Pascual, N. Pasato, M. Pease, A. Riley, S. Tatavarti, B. Westlake-Power, K. Wilding and S. Wise

The meeting was called to order at 4:00 PM, with Councillor A. Hopkins in the Chair, Councillors S. Lewis and S. Lehman 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. Hillier
Seconded by: S. Lehman

That Items 2.1, 2.3 and 2.4 BE APPROVED.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 4th Report of the Community Advisory Committee on Planning

Moved by: S. Hillier
Seconded by: S. Lehman

That the 4th Report of the Community Advisory Committee on Planning from its meeting held on August 10, 2022 BE RECEIVED for information. (2022-A02)

Motion Passed

2.3 Byron Gravel Pits Secondary Plan - Update

Moved by: S. Hillier
Seconded by: S. Lehman

That, the staff report dated August 22, 2022 entitled "The Corporation of the City of London Byron Gravel Pits Secondary Plan - Update", BE RECEIVED for information. (2022-D05)

Motion Passed

2.4 Building Division Monthly Report - June 2022

Moved by: S. Hillier
Seconded by: S. Lehman

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

Motion Passed

2.2 3493 Colonel Talbot Road - Request for Extension of Draft Plan Approval (39T-14504)

Moved by: S. Turner
Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by 2219008 Ontario Limited (York Developments), relating to the lands located at 3493 Colonel Talbot Road, the Approval Authority BE ADVISED that the Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision SUBJECT TO the revised conditions contained in Appendix “A” (File No. 39T-14504) appended to the staff report dated August 22, 2022. (2022-D09)

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Zoning By-law: Patio Restrictions

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

That the application by The Corporation of the City of London, relating to outdoor patios BE REFERRED back to the Civic Administration to report back at a future meeting of the Planning and Environment Committee with a revised by-law removing the seasonal patio restrictions time in section 4.18 of not more than three consecutive days and the thirty-day limit, and to provide the mechanisms by which the Alcohol and Gaming Commission of Ontario regulates capacity;

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

- a communication dated August 7, 2022, from R. Webb;
- a communication dated August 17, 2022, from S. Olivastri;
- a communication dated August 18, 2022, from E. Mitchell;

- a communication dated August 18, 2022, from A.M. Valastro; and,
- the staff presentation;

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

- A.M. Valastro. (2022-D23)

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. Lehman
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. Lehman
Seconded by: S. Turner

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)

3.2 3700 Colonel Talbot Road and 3645 Bostwick Road (Z-9521)

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

That the following actions be taken with respect to the application by MHBC Planning (Scott Allen, Partner), relating to lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road:

a) the proposed revised, attached, by-law (Appendix “A”) BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to amend Zoning By-law No. Z.-1, (in conformity with The London Plan), to amend the regulations of the Residential R1 Special Provision (R1-3(23)) Zone, Residential R1 Special Provision (R1-4(36)) Zone, Residential R2 Special Provision (R2-1(17)) Zone, Residential R2 Special Provision (R2-3(5)) Zone, Residential R4 Special Provision (R4-6(12)) Zone, Residential R6 Special Provision (R6-5(62)) Zone, Residential R6 Special Provision (R6-5(65)) Zone, and Residential R8 Special Provision (R8-4(50)) Zone by deleting Front Yard Setback, Main Dwelling 4.5 metres (Maximum) and adding Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North) 3.0 metres (Minimum) and 6.0 metres (Maximum) and modifying the regulation which states “Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, and shall not

occupy more than 50% of lot frontage" by including after the words "…..of any porch," the following: "whichever is closer to the front lot line,"; and,

b) the request to amend Zoning By-law No. Z.-1 to delete the Front Yard Setback, Main Dwelling 4.5 metres (Maximum) regulation from the Residential R1 Special Provision (R1-3(23)) Zone, Residential R1 Special Provision (R1-4(36)) Zone, Residential R2 Special Provision (R2-1(17)) Zone, Residential R2 Special Provision (R2-3(5)) Zone, Residential R4 Special Provision (R4-6(12)) Zone, Residential R6 Special Provision (R6-5(62)) Zone, Residential R6 Special Provision (R6-5(64)), Residential R6 Special Provision (R6-5(65)) Zone, and Residential R8 Special Provision (R8-4(50)) Zone, BE REFUSED for the following reasons:

i) the requested amendment does not meet the intent of The London Plan City Building and Design polices; and,
ii) the requested amendment does not meet the intent of the Southwest Area Secondary Plan (Section 20.5.4.1 iv)) with respect to residential development intensity adjacent to arterial roads that buildings shall be located close to the street and designed to be street-oriented;

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

- D. Ailles, York Developments;

it being noted that the Municipal Council approves the regulations of the Residential R1 Special Provision (R1-3(23)) Zone, Residential R1 Special Provision (R1-4(36)) Zone, Residential R2 Special Provision (R2-1(17)) Zone, Residential R2 Special Provision (R2-3(5)) Zone, Residential R4 Special Provision (R4-6(12)) Zone, Residential R6 Special Provision (R6-5(62)) Zone, Residential R6 Special Provision (R6-5(65)) Zone, and Residential R8 Special Provision (R8-4(50)) Zone portion of this application for the following reasons:

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended zoning conforms to The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended zoning conforms to the policies of the Southwest Area Secondary Plan, including but not limited to the North Lambeth and Bostwick Residential Neighbourhood policies; and,
- the recommended zoning is appropriate and will permit dwellings on lots fronting neighbourhood streets more flexibility in design and efficiency while maintaining consistency with the planned vision of the Neighbourhood Place Type and built form that contributes to a sense of place and character;

it being further noted that the Municipal Council refuses the regulations of the request to amend Zoning By-law No. Z.-1 to delete the Front Yard Setback, Main Dwelling 4.5 metres (Maximum) regulation from the Residential R1 Special Provision (R1-3(23)) Zone, Residential R1 Special Provision (R1-4(36)) Zone, Residential R2 Special Provision (R2-1(17)) Zone, Residential R2 Special Provision (R2-3(5)) Zone, Residential R4 Special Provision (R4-6(12)) Zone, Residential R6 Special Provision (R6-5(62)) Zone, Residential R6 Special Provision (R6-5(64)), Residential R6 Special Provision (R6-5(65)) Zone, and Residential R8 Special Provision (R8-4(50)) Zone for the following reasons:

- the requested amendment does not meet the intent of The London

Plan City Building and Design polices; and,

- the requested amendment does not meet the intent of the Southwest Area Secondary Plan (Section 20.5.4.1 iv)) with respect to residential development intensity adjacent to arterial roads that buildings shall be located close to the street and designed to be street-oriented. (2022-D09)

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. Lehman
Seconded by: S. Lewis

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. Hillier
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)

3.3 140-142 Wellington Street - Request to Remove Properties from the Register of Cultural Heritage Resources

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, the properties located at 140 and 142 Wellington Street BE REMOVED from the Register of Cultural Heritage Resources;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (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. Lehman
Seconded by: S. Lewis

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)

3.4 Demolition Request for Heritage Designated Property at 520 Ontario Street, Old East Heritage Conservation District

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, the request to demolish the building on the heritage designated property at 520 Ontario Street, within the Old East Heritage Conservation District, BE PERMITTED pursuant to Section 42(1) of the *Ontario Heritage Act* subject to the following terms and conditions:

a) interim protection measures, including fencing, be implemented by the applicant to ensure that the property remains in a clean and protected state following the demolition and prior to construction of a new building; and,

b) a Heritage Alteration Permit be required following the demolition of the existing dwelling to ensure that the replacement dwelling is consistent with the policies and guidelines of the Old East Heritage Conservation District;

it being noted that the Planning and Environment Committee received a communication dated August 2, 2022 from K. Madlener, with respect to these matters:

it being further noted that no individuals spoke at the public participation meeting associated with this matter. (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. Hillier
Seconded by: S. Lewis

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)

3.5 767 Fanshawe Park Road East (Z-9499)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Phuc Minh Tran, relating to the property located at 767 Fanshawe Park Road East, the proposed by-law appended to the staff report dated August 22, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London), to change the zoning of the subject property FROM a Residential (R1-7) Zone TO a Residential R5 Special Provision (R5-7(_));

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:

a) provide an alternative building typology/form such as 3-storey townhouse or 3 storey stacked townhouse with grade level units or access to alleviate the following concerns:

i) break down the proposed large building massing and architecture to more identifiable individual units (e.g., townhouses) as opposed to a large single massing;
ii) consider a flat-roofed typology to accommodate a three-storey form with grade level accessible units;
iii) provide enhanced East and West side elevations (more windows, massing and articulation) reducing the blank facades proposed;
iv) provide weather protection (e.g., canopies/shade) above balconies and the entrance steps;
v) increase the accessibility to the ground floor units by reducing the excessive number of steps to ground floor. If stacked units are proposed, further steps can be incorporated within the unit and ground floor units can be accessed from the street with minimum number of steps;
vi) robust tree planting on west, east and south property lines;
vii) board on board fencing on the west, east and south property lines to the maximum height allowed by the Fence By-law;

viii) ground oriented lighting within the site; and,
ix) garbage system that will minimize odors such as a deep collection site;

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

- a communication dated May 16, 2022 from D. and S. Berberich;
- the staff presentation;
- a communication dated August 18, 2022 from R. and M. Wilson; and,
- a communication dated May 16, 2022 from S. and C. Cunningham;

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

- C. Kulchycki, Zelinka Priamo Ltd., on behalf of the applicant;
- S. Berberich, 768 Dalkeith Avenue;
- D. Berberich, 768 Dalkeith Avenue;
- R. Wilson, 105 Wilson Crescent; and,
- M. Wilson, 105 Wilson Crescent;

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 Key Directions and the Neighbourhoods Place Type;
- the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2022-D09)

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. Lehman
Seconded by: S. Turner

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. 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)

3.6 A Portion of 4519, 4535 & 4557 Colonel Talbot Road (Z-9433)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Farhi Holdings Corp., relating to a portion of the properties located at 4519, 4535 and 4557 Colonel Talbot Road:

a) the proposed revised, attached, by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to amend Zoning By-law No. Z.-1, to change the zoning on a portion of the subject property FROM an Arterial Commercial (AC) Zone, a Residential R1 (R1-11) Zone and a holding Residential R1 (h-4.R1-11) Zone TO a Residential R6-5 Special Provision (R6-5(*)) Zone, Residential R8-4 Special Provision (R8-4(*)) Zone, a holding Residential R6-5 Special Provision (h-(*).R6-5(*)) Zone, a holding Residential R8-4 Special Provision (h-(*).R8-4(*)) Zone and an Open Space (OS5) Zone;

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

i) provide the communal amenity space for the stacked townhomes, with a direct pedestrian connection from the stacked townhomes, to be maintained under the same ownership as the stacked townhomes;
ii) proposed 2.5 metre setbacks to only apply to the northwest corner of the development. Proposed 0.5 m landscape strip to only apply to the southwest portion of the internal drive;
iii) provide enhanced architectural details on the end units that are highly visible from Colonel Talbot Road including wrapping materials, windows, and porches. Break up the width of the end unit facades through vertical articulation and material changes that create a more human scale rhythm (i.e. every 5-7m). The composition of the front façade is very successful at achieving this - consider replicating this rhythm on the side facades);
iv) incorporate architectural elements and massing on the buildings located adjacent to Dingman Creek so that is compatible with the feature. Consider orienting the buildings to take advantage of their location adjacent to the creek;
v) provide enhanced architectural details for portions of the end units that are highly visible from the main gateways into the development (i.e. 53, 80) and from the Dingman Creek corridor (i.e., 1, 54, 59, 60, 66, 67). (Note: unit numbers may change as a result of pathways and units being shifted or reconfigured);
vi) consider more variation in the colours and materials across townhouse blocks and between individual units to create unique identities for blocks and units, add character and assist with wayfinding;
vii) connect the proposed city sidewalk (in its ultimate location) to the existing sidewalk to the north as an interim condition prior to any future redevelopment of the neighbourhood sites or reconstruction of the road;

viii) shift the parking to ensure it is in line with or behind the proposed building. Use landscaping or low landscape walls to screen any parking that is visible from Colonel Talbot Road;
ix) provide details and expected use of the proposed concrete pad located behind the stacked townhouses. All outdoor garbage storage should be fully enclosed;
x) the applicant needs to be aware that The London Plan Policy 399 will be applied to the development. The London Plan Policy 399 requires 1 replacement tree to be planted for every 10cm dbh [diameter at breast height] removed for development. A tree preservation report will be required at Site Plan to determine the number of replacement trees; and,
xi) convey of all or part of the zoned Open Space lands to the City;
b) 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 recommended zoning generally implements the site concept submitted with the application. As part of the application review process a revised site plan concept was submitted with minor revisions including a new interior side yard setback and rear yard setback of 2.5 metres whereas 5.0m was proposed, a new density of 83 units per hectare whereas 81 was proposed, and a landscaped area of 0.5m whereas 1.5m was proposed in the notice of application and public meeting;

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:

- N. Dyjach, SBM 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 policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type;
- the recommended amendment conforms to the 1989 Official Plan;
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and supports the City's commitment to reducing and mitigating climate change by supporting efficient use of existing urban lands and infrastructure and regeneration of existing neighbourhoods to limit outward growth;
- the recommended amendment facilitates the development of a site within the Southwest Area Secondary Plan, Schedule 6, Lambeth Residential Neighbourhood; and,
- the recommended holding provision will ensure that all issues regarding hydrogeology, erosion setback maintenance, erosion structural, geotechinical setbacks and all matters relating to slope stability will be dealt with through the site plan approval process to the satisfaction of the City of London and the Upper Thames Conservation Authority (UTRCA).

(2022-D09)

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. Lehman
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. Lehman
Seconded by: S. Turner

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)

3.7 604 Beaverbrook Avenue (OZ-9483)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 604 Beaverbrook Developments Inc. relating to the property located at 604 Beaverbrook Avenue:

a) the proposed by-law appended to the staff report dated August 22, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to amend The London Plan to create a specific area policy in the Neighbourhoods Place Type at 604 Beaverbrook Avenue to permit a four (4) storey stacked townhouse development and by ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan;

b) the proposed by-law appended to the staff report dated August 22, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan, and The London Plan for the City of London as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR1)) Zone TO a Holding Residential R6 Special Provision Bonus (h-18.R6-5*B-_) Zone;

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

i) provide sufficient setbacks for site plan planting requirements, and sufficient setbacks to retain existing trees and protect offsite tree roots, and/or provide adequate soil volumes for required perimeter plantings;
ii) include enough space for collection access to recycling and waste;
iii) provide glass railings that are bird friendly safe, or similar material

to reduce the visual impact;
iv) ensure there is a minimum setback of 2.5m from parking to habitable space;
v) ensure that for the area between the proposed structure and the roadway, there is a design that balances privacy and light (e.g. lattice fence, brise-soleil structure, perennial plants, hardscaping etc.); and,
vi) ensure pedestrian circulation and access refinements are constructed in accordance with the Accessibility Review Checklist;

c) the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high-quality residential stacked townhouse development, with a maximum height of four (4) storeys, 32 dwelling units and a maximum density of 92 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated August 22, 2022 as Schedule “1” to the amending by-law in return for the following facilities, services, and matters:

1. Exceptional Building Design

i) a contemporary modern design with architectural details including high-quality materials, horizontal and vertical elements, and large windows, which create a design complementary to adjacent development; and
ii) a front facing façade that establishes a built edge with primary building entrance and a pedestrian friendly public realm;

2. Provision of Affordable Housing

i) a total of two(2) 3-bedroom residential units will be provided for affordable housing; one unit within each block;
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 is set at 50 years from the point of initial occupancy;
iv) the proponent enters into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;
v) these conditions to be secured through an agreement registered on title with associated compliance requirements and remedies.

d) 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 recommended zoning generally implements the site concept submitted with the application. As part of the application review process a revised site plan concept was submitted with minor revisions including a new interior side yard setback of 3.0m whereas 3.2m was proposed and a parking rate of 1.0 spaces per unit whereas 1.1 spaces was proposed in the notice of application and public meeting;

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:

- K. Crowley, Zelinka Priamo Ltd; and,
- J. Heddegard, 320 Sugarcreek Trail;

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 Our City, Key Directions, City Design and City Building, and will facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment facilitates the development of an underutilized property and encourages an appropriate form of development;
- 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 a public benefit of affordable housing units, and a quality design standard to be implemented through a subsequent Site Plan application. (2022-D09)

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. 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. Hillier
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)

3.8 712 Base Line Road East (Z-9474)

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 Wellington Gate Inc., c/o Westdell Development Corporation, relating to the property located at 712 Base Line Road East:

a) the proposed by-law appended to the staff report dated August 22, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 6, 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 Community Shopping Area (CSA3) Zone TO a Holding Residential R9 Special Provision Bonus (h*R9-7(_)*B-(_)) Zone;
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 height of 16 storeys or 52.6 metres, 150 residential units, 547 square metres of commercial and office uses at grade, and a maximum mixed-density of 654 units per hectare; the development will generally implement the following design criteria:

1) Design Standards

the building design and site plan will be bonused for features which serve to support the City's objectives of promoting a high standard of design, to be implemented through a development agreement:

i) Site Layout

a) provide for additional outdoor amenity areas within the west interior side yard and front yard, which includes transit-oriented amenities such as benches and bike racks close to the principal entrance;
b) provide direct and convenient access throughout the site for pedestrians from the public sidewalks on Baseline Road East to primary building entrances. Pedestrian circulation should consider desire lines to the intersection of Baseline Road and Wellington Road and to the main transit station;
c) provide for a front yard setback of 2-4m for more urban streetscape treatment with landscaping and trees (large planter beds with edge curb) along Baseline Road East;
d) provide a functional forecourt leading to the main entrance of the proposed building; and,
e) provide a functional drop off area;

ii) Ground Floor Design and Uses

a) active building façade should be directed to public streets as a priority. Additional active uses may line the internal streets / drive aisles and priority should be given to highly visible areas from key entry points;
b) locate the principal residential building entrance (lobby) on the Baseline Road East-facing elevation;
c) 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.; and,
d) back of house, service, garage and loading areas are to be accessed from internal streets / drive aisles, incorporated internal to the building as much as possible and screened from view;

iii) Podium Design

a) parking for high-rise development should be provided mainly underground, or where that is not possible, located in the podium and wrapped with active uses along street frontages. Minimize the exposure of the above ground structured parking along Baseline Road by providing residential units, amenity spaces, and/or providing a treatment which allows for windows and views into the building's interior areas disguising the parking garage;
b) include a minimum 5 metre step-back at the 4th floor along Base Line Road to enhance the pedestrian-oriented street wall;

iv) Tower Design

a) design high-rise building (above 8 stories) as slender towers (seek to achieve a maximum floor plate size of up to 1000 square meters within a 1.5:1 length: width ratio) in order to reduce "slab-like" appearance of the tower, reduce shadow impacts, reduce obstruction of sky views and to be less imposing on neighbouring properties and public spaces;
b) design the tower to include a high degree of fenestration in order to add interest and break-up the massing of the building;
c) increase the size & scale of proposed windows and use material change, balconies and articulation to break up the facades;
d) include a high proportion of glazing and modulation such as projections/recesses which use material differentiation in order to break up the consistent vertical plane and massing of the tower;
e) design and distinguish the top of the buildings (i.e. top 4-5 floors) through an articulated roof form, step-backs, cornices, material change and/or other architectural details and screen/integrate the mechanical and elevator penthouses into an architecture of the building;

2) Provision of Affordable Housing

i) a total of 10% of the lift (12 affordable housing units based on 156 total units) will be provided in the development, representative of the bedroom and unit mix of the overall building;
ii) 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;
iii) the duration of affordability set at 50 years from the point of initial occupancy of the respective building;
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 entered on title with associated compliance requirements and remedies;

it being noted that the following site and building design criteria, not shown on the proposed renderings, will also be addressed as part of the site plan submission:

i) consider the incorporation of patio or forecourt space that spills out into the front yard setback(s) to further activate the space and provide an amenity for tenant businesses;
ii) explore additional roof top amenity areas at various levels in addition to the private rooftop amenity areas proposed;
iii) provide grading plans and particularly explain/articulate the building interfaces at the West and North edges;
iv) explore opportunities to increase the ground floor presence on the site to accommodate active uses along the North Façade of the building and explore opportunities to direct the principal residential building entrance (lobby) closer to Wellington Road for convenient access to the transit corridor;
v) consider relocating the Central Alarm and Control Facilities (CACF) room to the adjacent internal service block on the ground floor such that the residential lobby appears open from the street;
vi) consider locating all podium level parking behind active uses (such as residential units fronting Base Line Road), underground or elsewhere on the site;
vii) consider an addition of a podium floor (4 storey podium) with enlarged podium area along the North edge to integrate parking and

provide active facades (residential units) along Baseline Road East;
viii) consider moving some parking to another basement level or explore opportunities for access and parking agreements with the neighbouring property to reduce the number of parking spaces required onsite; and,

b) 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 recommended zoning implements the site concept submitted with the application;

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

- the staff presentation; and,
- a communication dated August 18, 2022, from M. Poddar, Planner II, Strik, Baldinelli, Moniz Ltd.;

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

- M. Poddar, SBM Ltd., on behalf of the applicant; and,
- P. Green;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 which promotes intensification, redevelopment and a compact form in strategic locations to minimize land consumption and servicing costs. The amendment will provide for a range of housing types and densities to meet projected requirements of current and future residents, by promoting a land use pattern, density and a mix of uses that serve to minimize the length and number of vehicle trips and support the development of viable choices and plans for public transit and other alternative transportation modes;
- the recommended amendment conforms to the policies of The London Plan including but not limited to, Our City, Key Directions, and City Building, and will facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment is appropriate for the site and surrounding context and will contribute to housing options within a Rapid Transit Corridor;
- the recommended amendment secures units for affordable housing through the bonus zone; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2022-D09)

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. Hillier
Seconded by: S. Lewis

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)

3.9 1737 Richmond Street (Z-9470)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Richmond Hyland Inc., c/o Westdell Development Corporation, relating to the property located at 1737 Richmond Street:

a) the proposed by-law appended to the staff report dated August 22, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone, TO a Business District Commercial Special Provision Bonus (BDC1(_)*B-(_)) Zone;
the Bonus Zone shall be implemented through one or more agreements to facilitate a high-quality development comprised of a mixed-use apartment building with a maximum height of 22 storeys (80m), and a maximum density of 571 units per hectare, which generally implements the Site Plan, Renderings, Elevations and Views attached as Schedule “1” to the amending by-law, and will also implement the following outstanding design criteria:

1) Additional Building and Site Design Requirements

i) reduce the high-rise portion (above 8 stories) as a slender tower (maximum floor plate size of up to 1000 square meters within a 1.5:1 length: width ratio) in order to reduce any possible "slab-like" appearance, shadow impacts, obstruction of sky views and to be less imposing on neighbouring properties and public spaces;
ii) articulate the podium facades particularly on the east and west facades with recesses, projections, balconies and terraces, alternating brick tones, fenestration to provide depth and variation in the built form and to enhance the pedestrian environment and break up the massing;
iii) reduce the blank wall facades on the west elevation ground level facing North Centre Road. Increase visual interest through the use of increased glazing, public wall art, or additional door access. Provide windows for clear sight lines facing North Centre Road from the section of abutting parking garage where the accessibility parking space is located;
iv) provide a separate key access door to the bike storage room facing North Centre Rd for improved bicycle accessibility in and out of the building and improved streetscape activity;
v) connect this separate bike storage entrance to the public sidewalk;
vi) utilize a decorative or public art wall feature and treatment to

address the southwest corner and provide visual interest while breaking up the podium massing and establishing a sense of place through this unique feature;
2) Provision of Affordable Housing

i) a total of 22 units based on 10% of the “lift” of the number of units beyond 150 units per hectare (based on 297 total units) be dedicated to affordable rental housing in exchange for the granting of increased height and density. The mix of the dedicated affordable rental units should be reflective of the unit mix for the 22-storey apartment building;
ii) the affordable housing units should be evenly distributed throughout the individual buildings to the greatest extent possible;
iii) 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;
iv) the duration of affordability set at 50 years from the point of initial occupancy;
v) the proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;
it being noted that the following site and building design criteria, will also be addressed as part of the site plan submission:

i) explore ways to reduce the tower floor plate size that can further minimize the shadow impact on the 5th floor amenity space;
ii) 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 Fanshawe Park Road and North Centre Road in order to activate the street edge;
iii) the ground floor commercial units shall provide for a store-front design with primary entrances facing Fanshawe Park Road and the internal shopping centre. 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;
iv) provide functional primary entrances (double doors) for the commercial units along both Fanshawe Park Road and North Centre Road with walkways connecting the entrances to the City Sidewalk;
v) ensure common outdoor amenity space and landscaping at ground level will include additional elements such as benches and landscaping;
vi) lay-by to be removed and the area restored with enhanced landscaping and pedestrian connections to North Centre Road provided;

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

- the staff presentation; and,
- a communication dated August 18, 2022 from S. Rasanu, Planner, SBM Ltd. and D. Traher, Westdell Development Corp;

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

- S. Rasanu, SBM Ltd., on behalf of Westdell Development Corp;

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, Our City, Key Directions, and City Building, and will facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment secures units for affordable housing through the bonus zone;
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development; and,
- the recommended amendment is consistent with the Council adopted Masonville Secondary Plan. (2022-D09)

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. 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. Turner
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)

3.10 21-41 Meadowlily Road North and 20 Norlan Avenue (OZ-9500)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Royal Premier Homes, relating to properties located at 21-41 Meadowlily Road North and 20 Norlan Avenue:

a) the proposed by-law appended to the staff report dated August 22, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to amend The London Plan to add a site specific policy for 21-41 Meadowlily Road North and 20 Norlan Avenue in Policy 1077 _) to allow stacked townhouses on a Neighbourhood Street in a Neighbourhoods Place Type and amend Map 7- Specific Policy Areas to add the subject site;

b) the proposed by-law appended to the staff report dated August 22, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan, as amended in part a) above), to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Holding Residential R5 Special Provision Bonus (h-17. h-100. R5-7(_)*B- _) Zone with holding provisions to address sanitary, storm and water servicing and access; a special provision to permit a balcony encroachment minimum of 4.26 metres instead of the required 6.0 metres in the exterior side yard and a Bonus Zone to allow an increase in the maximum density permitted and a reduction in parking required in return for affordable dwelling units and a larger common amenity space area; and,

the Bonus Zone shall be implemented through one or more agreements to facilitate the development of stacked townhouse buildings at a maximum density of 91 units per hectare (80 units, 4 units which are affordable) instead of 60 units per hectare, a reduced parking requirement from 120 parking spaces to 91 parking spaces and provision of additional landscaped open space area/larger common amenity area, which substantively implements the Site Plan, Renderings, and Views, appended to the staff report dated August 22, 2022 as Schedule “1” to the amending by-law and provides for the following:

1) Provision of Affordable Housing

i) a total of four (4) residential units will be provided for affordable housing; three, one bedroom units and one, two bedroom unit within two of the four proposed townhouse blocks with a maximum of two units in each building;
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;

2) Common Amenity Space

i) provide for an appropriately sized and located ground level outdoor amenity space for the number of residents anticipated;
ii) provide 8.2 m² per unit of landscaped open space in place of the City standard of 5.0 m², which represents an 11.3% increase;

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

i) ensure that adequate functional common amenity space is provided;
ii) ensure Stacked Townhouse Block D has regard for the corner location at Meadowlily Road North and Norlan Avenue;
iii) screen surface parking exposed to Meadowlily Road;
iv) increase the sidewalk width abutting parking areas to 2.1 metres;
v) provide a minimum of 1.5 metres from property boundaries to parking areas, it being noted that the full setback may not be attainable on the north side immediately adjacent to the hydro corridor without impacting the ability to deliver the minimum parking requirements;
vi) provide 3 metre landscaped islands every 15 parking stalls;

vii) relocate Canada Post mailbox to more centralized location;
viii) reduce amount of site asphalt and hardscape; and,
ix) improve pedestrian connections to rear parking area, common amenity area and both abutting roads;
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.;
- G. Mariano, 4 Meadowlily Road; and,
- P. Green;

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, including affordable housing;
- the recommended amendments generally conform to the in-force Neighbourhoods policies of The London Plan, including but not limited to the use, intensity and form of future development anticipated along a Neighbourhood Street. A special policy has been recommended to allow stacked townhouses on a Neighbourhood Street in a Neighbourhoods Place Type;
- adding a special policy to allow a stacked townhouse development at a higher density is appropriate because the property has a number of favourable locational attributes for residential uses; it is large enough to accommodate the proposal, is at the intersection of two neighbourhood streets, is separated from the single family neighbourhood by an intervening hydro corridor, is across the street from open space, , and its access point is approximately 240 metres from Hamilton Road, a Civic Boulevard, and close to Highbury Avenue, an Expressway, for easy vehicle access.
- the recommended amendments generally conform to the Low Density Residential policies of the 1989 Official Plan, including but not limited to the permitted height and density of future development as a result of density bonusing under Section19.4.4;
- the recommended amendments facilitate the development of sites within the Built Area Boundary in The London Plan with an appropriate form of infill development; and,
- the recommended holding provisions ensure adequate services are provided before development occurs and recommendations to the site plan approval authority ensure the development will include all the elements which comprise a good infill development. (2022-D09)

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: (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. Turner

Motion to close the public participation meeting.

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

Nays: (1): S. Hillier

Absent: (1): E. Holder

Motion Passed (4 to 1)

4. Items for Direction

4.1 183 and 197 Ann Street - Proposed Designation By-laws Under Part IV, Section 29 of the Ontario Heritage Act - Consideration of Objections

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

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, with respect to the designation of built resources located at municipal addresses 183 Ann Street and 197 Ann Street, located on the consolidated parcel legally described as – LOTS 4, 5, 6 & 7 AND PART LOT 3, SOUTH SIDE ANN STREET PLAN 183(W)DESIGNATED AS PART 1, PLAN 33R-20622, the following actions be taken:

a) the Notice of Objection, dated June 15, 2022, from York Developments appended to the staff report dated August 22, 2022 as Appendix “A” be RECEIVED for consideration;

b) the Municipal Council’s intention to designate the built resources at municipal addresses 183 Ann Street and 197 Ann Street under Part IV, Section 29 of the *Ontario Heritage Act* as set out in Resolution (2022-D09/R01) (4.2/9/PEC) on May 4, 2022 BE REAFFIRMED;

c) the proposed by-law appended to the staff report dated August 22, 2022 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022, to designate the built resource at 197 Ann Street under the provisions of Section 29(3) of the *Ontario Heritage Act, R.S.O. 1990, c. O. 18*. for the reasons outlined in Appendix B of the associated staff report; and,

d) the proposed by-law appended to the staff report dated August 22, 2022 as Appendix “C” BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022, to designate the built resource at 183 Ann Street under the provisions of Section 29(3) of the *Ontario Heritage Act, R.S.O. 1990, c. O. 18*. for the reasons outlined in Appendix C of the associated staff report;

it being noted that this matter has been considered by the London Advisory Committee on Heritage (now the Community Advisory Committee on Planning) and public notice has been completed with

respect to designation in compliance with the requirements of the *Ontario Heritage Act;*

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

- a communication dated August 17, 2022 from AM Valastro, North Talbot Community;
- a communication dated August 17, 2022 from S. Olivastri;
- a communication dated August 18, 2022 from E. Mitchell;
- a communication dated August 18, 2022 from N. Stevens;
- a communication dated August 18, 2022 from J. and J. Sayles;
- a communication dated August 18, 2022 from J. Fooks;
- a communication dated August 18, 2022 from D, Fraser;
- a communication dated August 18, 2022 from B. Benedict;
- a communication dated August 18, 2022 from J. Jacobson;
- a communication dated August 18, 2022 from D. Ferreira;
- a communication dated August 18, 2022 from V. White;
- a communication dated August 18, 2022 from R. McDowell;
- a communication dated August 18, 2022 from J. McDowell;
- a communication dated August 18, 2022 from A. Soufan, President, York Developments; and,
- a communication dated August 18, 2022 from V. Zervakos, Director, Leasing, York Developments. (2022-R01)

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

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

Absent: (1): E. Holder

Motion Passed (3 to 2)

Additional Votes:

Moved by: S. Lehman
Seconded by: S. Hillier

That A. Soufan, York Developments, BE GRANTED delegation status with respect to the proposed designation of the properties located at 183 and 197 Ann Street.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

4.2 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 Development Inc., relating to the properties located at 1067, 1069 and 1071 Wellington Road:

a) the proposed, attached, by-laws BE INTRODUCED at the Municipal Council meeting to be held on September 6, 2022; and,

b) the staff report dated August 22, 2022 entitled "Century Centre Developments Inc. - 1067, 1069 and 1071 Wellington Road" BE RECEIVED for information;

it being noted that the Planning and Environment Committee received a communication dated August 19, 2022 from M. Campbell, Senior Planner, Zelinka Priamo Ltd., with respect to these matters.

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. Lewis
Seconded by: S. Lehman

Pursuant to section 2.3 of the Council Procedure By-law, section 33.9 of the said by-law be suspended for the purpose of permitting the meeting to proceed beyond 11:00 PM.

Motion Passed

6. Confidential (Enclosed for Members Only)

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

Motion to go in camera

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

6.1 London Plan Site Specific Appeals - Instructions

That the Planning and Environment Committee convene, in Closed Session, for the purpose of considering the following:

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

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

The Planning and Environment Committee convened, in Closed Session, from 11:06 PM to 11:15 PM.

7. Adjournment

The meeting adjourned at 11:16 PM.

Appendix A (Alternative)

Appendix "A"

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

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

A bylaw to amend By-law No. Z.-1 to rezone lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road.

WHEREAS MHBC Planning (Scott Allen) has applied to rezone lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Section Number 5.4 c) of the Residential R1 Zone is amended by amending the following Special Provision to read as follows:

R1-3(23) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Setback, Garages
(Minimum): 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum): 1.2 metres (3.9 feet)

v) Lot Coverage (Maximum): 45%

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

2) Section Number 5.4 d) of the Residential R1 Zone is amended by amending the following Special Provision to read as follows:

R1-4(36) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling

(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Garages
(Minimum): 6 metres (19.7 feet)

iii) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

3) Section Number 6.4 a) of the Residential R2 Zone is amended by amending the following Special Provision to read as follows:

R2-1(17) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Setback, Garages
(Minimum): 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum): 1.2 metres (3.9 feet)

v) Lot Coverage (Maximum): 45%

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

4) Section Number 6.4 c) of the Residential R2 Zone is amended by amending the following Special Provision to read as follows:

R2-3(5) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Setback, Garages
(Minimum): 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum): 1.2 metres (3.9 feet)

v) Lot Coverage (Maximum): 45%

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **<u>whichever is closer to the front lot line,</u>** and shall not occupy more than 50% of lot frontage.

5) Section Number 8.4 of the Residential R4 Zone is amended by amending the following Special Provision to read as follows:

R4-6(12) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Lot Frontage (Minimum): 7.0 metres (23.0 feet)

ii Front Yard Setback, Dwelling(s) (Minimum): 3 metres (9.8 feet)

iii) Front Yard Setback, Dwelling(s) for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iv) Front Yard Depth, Garages (Minimum): 6 metres (19.7 feet)

v) Interior Side Yard (Minimum): 1.2 metres (3.9 feet)

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **<u>whichever is closer to the front lot line,</u>** and shall not occupy more than 50% of lot frontage.

vii) Driveway widths are limited to 3.5m (11.5 feet) per lot.

6) Section Number 10.4 e) of the Residential R6 Zone is amended by amending the following Special Provision to read as follows:

R6-5(62) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Dwelling(s) (Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Dwelling(s) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Depth, Garages (Minimum): 6 metres (19.7 feet)

iv) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

v) Density
(Minimum): 30 units per hectare

7) Section Number 10.4 e) of the Residential R6 Zone is amended by amending the following Special Provision to read as follows:

R6-5(65) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Dwelling(s)
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback, Dwelling(s) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Depth, Garages
(Minimum): 6 metres (19.7 feet)

iv) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

v) Density
(Minimum): 30 units per hectare
(Maximum): 75 units per hectare

vi) Provide built form along the OS1 Zone and orient the buildings to the open space by including individual unit doors or a main building entrance facing the open space.

8) Section Number 12.4 of the Residential R8 Zone is amended by amending the following Special Provision to read as follows:

R8-4(50) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback (Dwelling or Building)
(Minimum): 3 metres (9.8 feet)

ii) Front Yard Setback (Dwelling or Building) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum): 3 metres (9.8 feet)
(Maximum): 6 metres (19.7 feet)

iii) Front Yard Depth, Garages
(Minimum): 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum): 1.2 metres (3.9 feet)

Density
(Minimum): 30 units per hectare

(Maximum): 75 units per hectare

v) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

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 September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

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 4519, 4535 & 4557 Colonel Talbot Road.

WHEREAS Farhi Holdings Corporation has applied to rezone an area of land located on a portion of 4519, 4535 & 4557 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

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 on a portion of 4519, 4535 & 4557 Colonel Talbot Road, as shown on the attached map comprising part of Key Map No. A114, from an Arterial Commercial (AC) Zone, a Residential R1 (R1-11) Zone and a holding Residential R1 (h-4.R1-11) Zone, a Residential R6-5 Special Provision (R6-5(*)) Zone, Residential R8-4 Special Provision (R8-4(*)) Zone, a holding Residential R6-5 Special Provision (h-(*).R6-5(*)) Zone, a holding Residential R8-4 Special Provision (h-(*).R8-4(*)) Zone and an Open Space (OS5) Zone;

2) Section Number 10.4 of the Residential R6 (R6-5) Zone is amended by adding the following Special Provision:

R6-5(_) 4519, 4535 and 4557 Colonel Talbot Road

a) Regulations

i) Rear Yard Depth (Minimum) — 2.5 metres
Only applies to the northwest corner

ii) Interior Side Yard Depth (Minimum) — 2.5 metres
Only applies to the nortwest corner

3) Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:

R8-4(_) 4519, 4535 and 4557 Colonel Talbot Road

b) Permitted Uses:

Stacked Townhouses

c) Regulations

i) Density (Maximum) — 83 units per hectare,

ii) Driveways in the southeast corner (Minimum) — 0.5metres

3) Section Number 3.8 of the Holding “h” Zones is amended by adding the following Holding Provision:

h-( )

Purpose: To ensure that all issues regarding hydrogeology, erosion setback maintenance, erosion structural, geotechinical setbacks and all matters relating to slope stability will be dealt with through the site plan approval process to the satisfaction of the City of London and the Upper Thames Conservation Authority (UTRCA) prior to the removal of the "h-( )" symbol.

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.

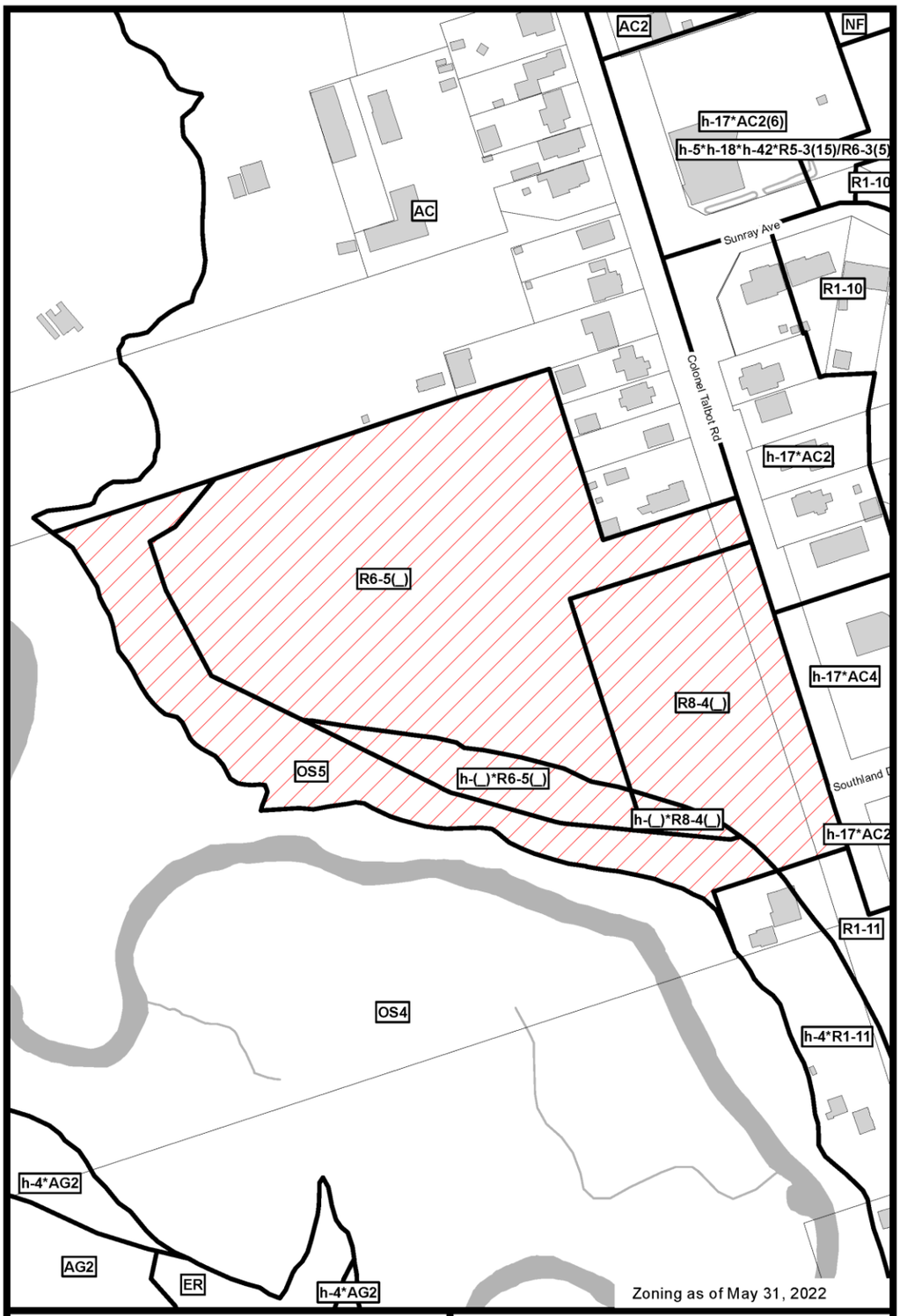
PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9433

Planner: AR

Date Prepared: 2022/07/22

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:2,000

0 10 20 40 60 80 Meters

Geodatabase

Bill No.
2022

By-law No. L.S.P.-_____

A by-law to designate 183 Ann Street to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 183 Ann Street has been duly published and served;

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

1. The real property at 183 Ann Street, more particularly described in Schedule “A” attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule “B” attached hereto.

2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.

3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.

4. This by-law shall come into force and be deemed to come into force in accordance with Section 29(12) and 29(18) of the *Ontario Heritage Act, R.S.O. 1990*.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

SCHEDULE "A"
To By-law No. L.S.P.-_____

Legal Description
LOTS 4, 5, 6 & 7 AND PART LOT 3, SOUTH SIDE ANN STREET PLAN 183(W) DESIGNATED AS PART 1, PLAN 33R-20622

SCHEDULE "B"
To By-law No. L.S.P.-_____

Statement for Designation

Description of Property
The municipal address at 183 Ann Street is located in the North Talbot area of the City of London, on a consolidated parcel comprising multiple municipal addresses located, at the southeast intersection of Ann and St. George Streets. The two-and-a-half-storey brick residence is located on Lot 5 of the consolidated parcel.

Statement of Cultural Heritage Value or Interest
The Brewer's House at 183 Ann Street, is of cultural heritage value or interest because of its physical or design values, historical or associative values, and contextual values.

Physical or Design Value
The Brewer's House at 183 Ann Street (c.1893) was built by Joseph Hamilton the brewmaster at the adjacent Kent Brewery from 1887-1916. It is a rare example of a house linked to an extant brewery where the adjacent brewer's house is also intact.

The house is a representative example of a late-19th-century residence with Queen Anne style influences. The form of the house comprises an intersecting hipped roof, and a front gable end which has horizontal siding and dentilled millwork detailing. The gable ends exhibit original bargeboard wood shingling outlined with moulded vergeboards, supported by wooden end brackets and a modillion course beneath. There is a small square gable window under the eaves with a pilaster. The double front doors have a carved wood inset with two arched windows, a stained-glass transom, and are covered by a shallow overhang. Windows openings on all visible elevations have brick voussoirs. On the west elevation is a bay window with stone lug sills. The bay is topped by a flat roof and the fascia board decoratively supported by small brackets/modillions.

Historical or Associative Values
The Brewer's House at 183 Ann Street has direct associations with the adjacent former Kent Brewery at 197 Ann Street and both John and Joseph Hamilton who operated the brewery from 1861-1916. John Hamilton occupied a frame structure on the property from 1862 until his death in 1887. The present brick residence on the property was built by Joseph Hamilton around 1893. Joseph Hamilton and his family continued to occupy the house until 1911. The residence functioned as the brewer's house for the brewery. The size and scale of the house shows the increased prosperity the Kent Brewery attained under Joseph Hamilton's leadership after John Hamilton's death in 1887. Between c1886 and 1916, the Kent Brewery was one of only three breweries in London, third to Labatt and Carling. Today, the former Kent Brewery (c. 1859-1881) may be one of the oldest existing brewery buildings (c.1859-1881), second only to Alexander Keith's Brewery in Halifax whose current ironstone brewery building was built in 1837.

Through its direct associations with the Kent Brewery at 197 Ann Street, the Brewer's House at 183 Ann Street contributes to an understanding of the significant brewing history in London-Middlesex. It is also linked to the culture and history of the North Talbot area and the Carling's Creek and CPR corridor standing as visible remains of the development of industries and the people who lived and worked in the area during the mid-late-19th-century and early-20th-century.

Contextual Values
The Brewer's House at 183 Ann Street is linked to the physical development of the surrounding area as a late-19th- and early-20th-century industrial and working-class neighbourhood. 183 Ann Street is characteristic of the variations in housing along Ann

Street and in the near vicinity, reflecting the diversity of people who lived in the area and worked in the major industries around Carling's Creek. Through its materiality (i.e. buff brick exterior) and early Hamilton Family ownership, the built resource at 183 Ann Street, along with the former Kent Brewery at 197 Ann Street and house at 179 Ann Street, all support the visual character of the area.

The Brewer's House at 183 Ann Street demonstrates: a) a visual link to its surroundings (specifically 197 and 179 Ann Street) through its common use of buff brick on the exteriors; b) a strong physical and functional relationship to its surroundings as the brewer's house located adjacent for the former Kent Brewery; and, c) a significant historical link to its surroundings through its direct associations with the former Kent Brewery and the Hamilton Family that owned the brewery, as well as its links to the culture, history, industries and people of the North Talbot area and the Carling's Creek and CPR corridor and to development during the mid-late-19th-century and early-20th-century.

Heritage Attributes

Heritage attributes which support and contribute to the cultural heritage value or interest of the Brewer's House at 183 Ann Street include:

- Form, scale, and massing of the two-and-a-half storey Queen Anne Revival styled house
- Exterior buff brick throughout
- Two chimneys constructed of buff brick
- Shallow gabled roof profile with cross gable and two gable ends
- Brackets below roof at the principal corners
- Original bargeboard wood shingling on front and east facing gable, outlined with moulded vergeboards
- Front and east facing gables supported by wooden end brackets and a modillion course beneath
- Brick voussoirs above principle windows
- Small square window under the eaves of east facing gable including pilasters on each side of the frame detail border of small square panes
- Bay window on the west elevation topped by a flat roof and fascia board decoratively supported by small brackets/modillions
- Carved details of the original double-leafed door the principal doorway on the front façade including arched glass windows in the doors and dentil-moulded architrave above
- Rectangular stained-glass transom with coloured glass in two rectangular patterns and a diamond pattern in the centre

The detached wooden shed structure at the rear of the lot is not considered to be a heritage attribute**.**

Bill No.
2022

By-law No. L.S.P.-_____

A by-law to designate 197 Ann Street to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 197 Ann Street has been duly published and served;

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

1. The real property at 197 Ann Street, more particularly described in Schedule “A” attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule “B” attached hereto.

2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.

3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.

4. This by-law shall come into force and be deemed to come into force in accordance with Section 29(12) and 29(18) of the *Ontario Heritage Act, R.S.O. 1990*.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

SCHEDULE "A"
To By-law No. L.S.P.-_____

Legal Description
LOTS 4, 5, 6 & 7 AND PART LOT 3, SOUTH SIDE ANN STREET PLAN 183(W) DESIGNATED AS PART 1, PLAN 33R-20622

SCHEDULE "B"
To By-law No. L.S.P.-_____

Statement for Designation

Description of Property
The municipal address at 197 Ann Street is located in the North Talbot area of the City of London, on a consolidated parcel comprising multiple municipal addresses located, at the southeast intersection of Ann and St. George Streets.

197 Ann Street (known as the former Kent Brewery c. 1859-1881) is located on Lot 4 and Part Lot 3 of the consolidated parcel. The brewery complex consists of 4 building parts, built at different periods and continuously adapted over time.

- 2-storey brick building (primary building) – comprising some form of the original brewery with early modifications; 9m x 13m approx. with the short end fronting Ann Street.
- 1-storey brick building (old wash house) – located to the west of the primary building, c.1890s; 9.88m x 20.45m approx. with short end fronting Ann Street
- 1-storey brick and clad building (south extension) – located to the rear of the primary building exhibiting considerable external and internal modifications made during expansion years of the brewery; 9.49m x 21.65m approx. extending south from the primary building to the contemporary addition
- cinder block building with vinyl siding (contemporary garage) – added in the late 20th century for automotive services; 10m x 11m approx. at the south end of the south extension

Statement of Cultural Heritage Value or Interest
The former Kent Brewery, at 197 Ann Street, is of cultural heritage value or interest because of its physical or design values, historical or associative values, and contextual values.

Physical or Design Value
The former Kent Brewery at 197 Ann Street is one of the oldest existing brewery buildings in Canada. It is an early example in the City of London (and province) of an industrial building typology and a rare example of a physically intact brewery from the mid-late-19th century. It is also a rare example of an early brewery site where the brewery building remains, and the brewer's house is also intact.

The brewery complex is representative of a mid-late 19th century vernacular, industrial commercial 'typology'. Parts of the building complex are visually discernable from the exterior, and include a primary building, old wash house, south extension, and a contemporary garage. The 2-storey 'primary building' is a simple, rectangular brick veneer building, of local buff brick, with a flat roof. The façade is relatively unadorned except for corbelled brick detailing expressed in the parapet. Many window and door openings are topped with brick voussoirs. There are several brick rounded 'Florentine' arches in the basement. The 1-storey 'old wash house' is a simple, rectangular building with a buff brick exterior. It has a similarly unadorned façade, with a flat roof sloping from the front to the rear.

Much of what is currently recognized as the former Kent Brewery is exhibited in the original primary building as well as the old wash house. Their overall profile, massing, and scale, and modest detailing appears as they did in the at the peak of the brewery's business c1905. Collectively, both buildings retain an authentic utilitarian expression of a functioning mid-late-19th- century brewery.

Historical or Associative Values
The Kent Brewery is one of the first breweries in London, and the third most significant historic brewery in the city after Carling's and Labatt's. The brewery is associated with the Hamilton brewing family, notably John Hamilton (who ran the brewery from 1861–1887), and his son, Joseph Hamilton (who ran the brewery from 1887–1917). There are also direct associations of the brewery with the adjacent Brewer's House at 183 Ann Street that was built by Joseph Hamilton around 1893 and occupied by him and his family until 1911. More broadly, the former Kent Brewery is closely tied to the culture and history of the North Talbot area and the Carling's Creek and CPR corridor. It's retention enhances our understanding and yields information on the development of industries and the people who lived and worked in the area during the mid-late-19th-century and early-20th-century.

Contextual Values
Physically and functionally the Kent Brewery is strongly linked to its context specifically to the lots immediately to the west that brewer John Hamilton owned, and brewer Joseph Hamilton built for his family residence at 183 Ann Street. Through the use of local buff brick, the brewery along with the brewer's house at 183 Ann Street and cottage at 179 Ann Street, collectively support the visual character of the area.

The Kent Brewery at 197 Ann Street is tied to the physical development of the surrounding area as a late-19th- and early-20th-century industrial and working-class neighbourhood. Its longevity within the neighbourhood, and the fact that it is the last remaining industrial building in Talbot North that sited to take advantage of Carling's Creek, makes it is one of the defining buildings of the Talbot North neighbourhood.

Finally, the Kent Brewery is significant to the historical context of the area because of its direct associations with the Hamilton Family that owned the brewery, and its links to the culture, history, industries and people of the North Talbot area and the Carling's Creek and CPR corridor and its development during the mid-late-19th-century and early-20th-century.

Heritage Attributes
Heritage attributes which support and contribute to the cultural heritage value or interest of the former Kent Brewery at 197 Ann Street include:

- Form, scale, massing and footprint collectively of the primary building and the old wash house
  - Exterior buff brick throughout
  - Brick voussoirs above principle windows
  - Existing window and door openings on the façade and east elevation of the primary building and façade of the old wash house;
  - Corbelled parapet detail on the primary building facade
  - Interior rounded 'Florentine' arches in the basement

The south extension and contemporary garage are not considered to be heritage attributes

Appendix A

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

By-law No. C.P.-XXXX-___

A by-law to amend The London Plan for the City of London, 2016 relating to 1067, 1069, 1071 Wellington Road.

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

1. Amendment No. (to be inserted by Clerk's Office) to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.

2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990*, c.P.13.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT NO.
to the

THE LONDON PLAN, THE OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

To add a policy to the Specific Policies for the Transit Village Place Type and add the subject lands to Map 7 – Specific Policy Areas – of the City of London to permit a mixed-use development with a maximum building height of 27 storeys.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1067, 1069, 1071 Wellington Road in the City of London.

C. BASIS OF THE AMENDMENT

The amendment to the Official Plan will allow for the mixed-use development of an underutilized site within a Transit Village that will integrate convenient transit options with residential, commercial and office uses. The proposed development and recommended amendments are consistent with the Provincial Policy Statement, 2020 and conform to *The London Plan* policies including but not limited to Key Directions, the City Structure Plan, growth frameworks, City Design policies, and the Transit Village Place Type. The recommended amendment is also in conformity with in-force policies of the 1989 Official Plan, including the Bonus Zoning policies. The recommended amendment will facilitate an infill and intensification development with an appropriate range of uses, intensity and built form for the site and surrounding area.

D. THE AMENDMENT

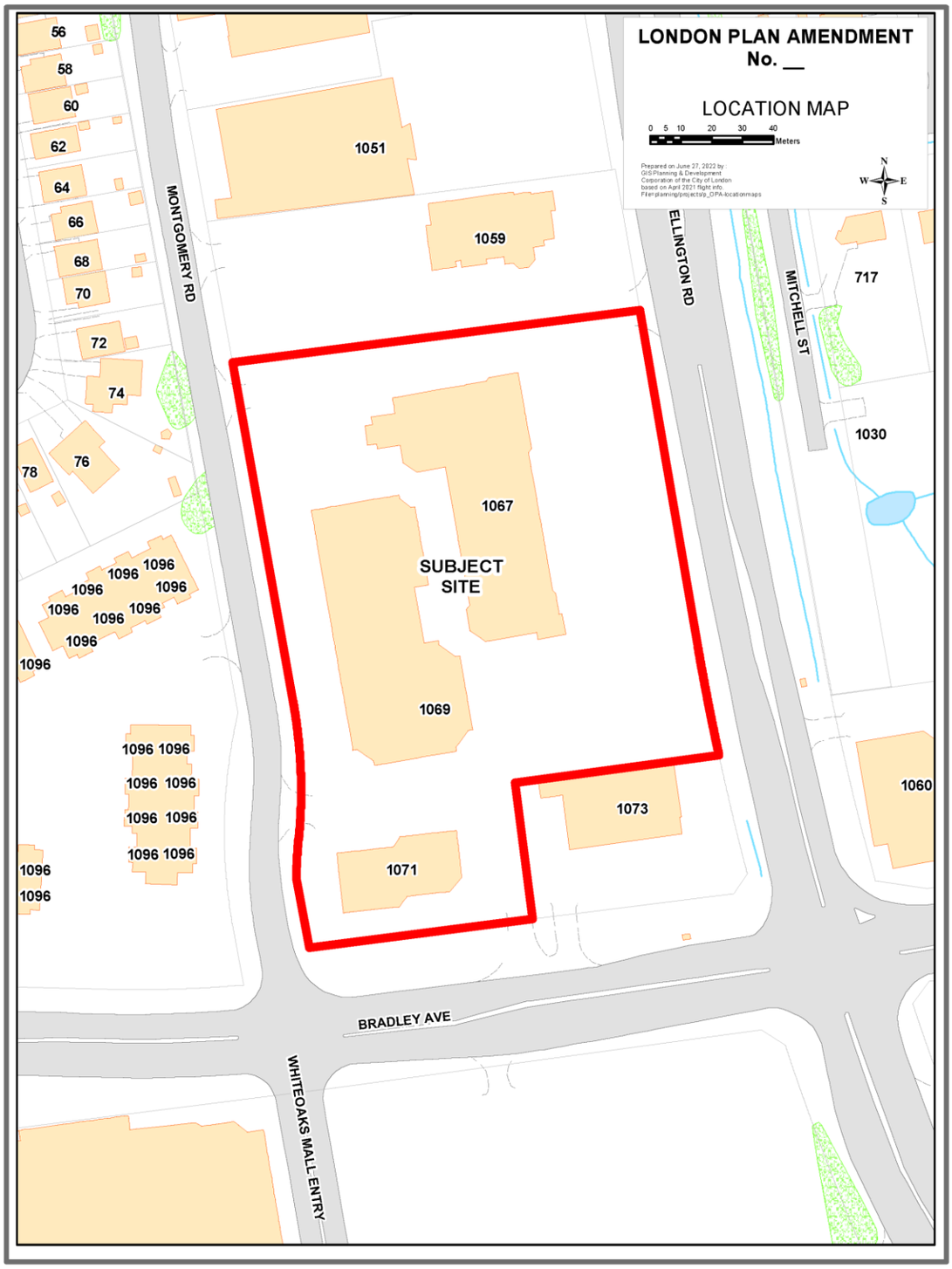
The London Plan for the City of London is hereby amended as follows:

1. Specific Policies for the Transit Village Place Type of *The London Plan* for the City of London is amended by adding the following:

   1067, 1069, 1071 Wellington Road in the City of London

   A mixed-use development with a maximum height of 27 storeys may be permitted, to be implemented by a bonus zone that provides for affordable housing.

2. Map 7 – Specific Policy Areas, to *The London Plan* for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1067, 1069, 1071 Wellington Road in the City of London.


LONDON PLAN AMENDMENT
No. __
LOCATION MAP
0 5 10 20 30 40
Meters
Prepared on June 27, 2022 by :
GIS Planning & Development
Corporation of the City of London
based on April 2021 flight info.
File:planning/projects/p_OPA-locationmaps
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MONTGOMERY RD
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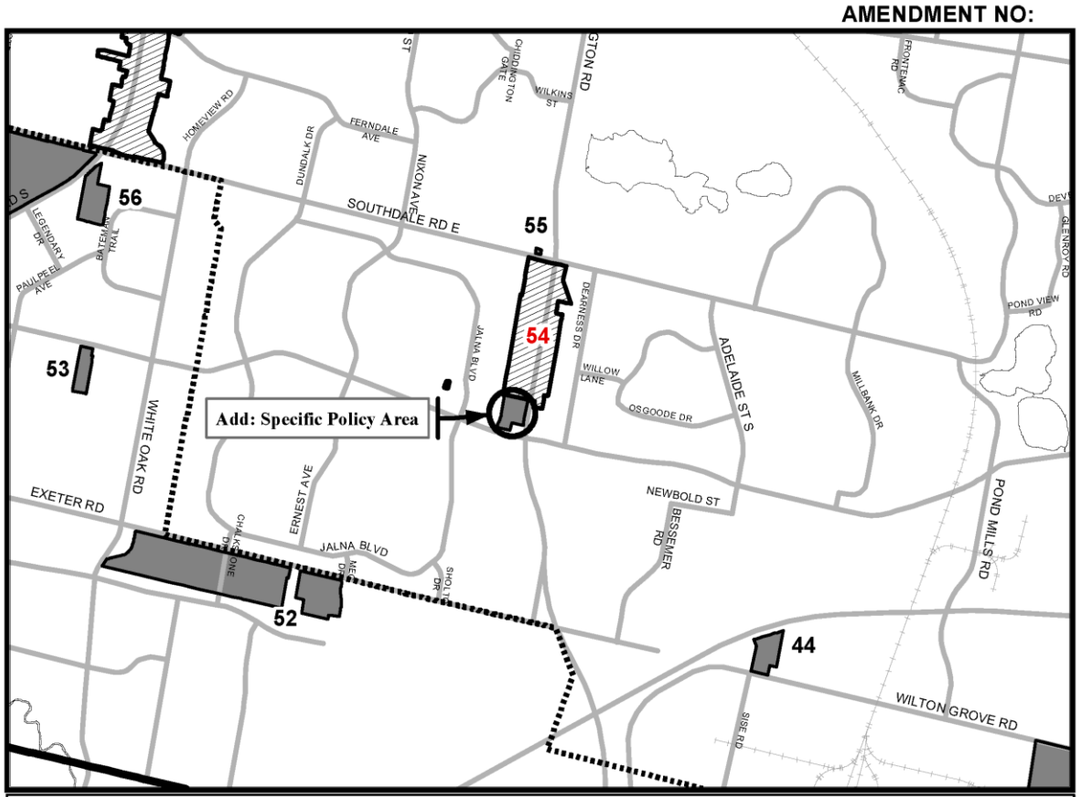
ELLINGTON RD
MITCHELL ST
717
1030
1067
SUBJECT
SITE
1069
1073
1071
1060
BRADLEY AVE
WHITEOAKS MALL ENTRY

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:	O-9263 & Z-9264
PLANNER:	SW
TECHNICIAN:	RC
DATE:	6/27/2022

Document Path: E:\Planning\Projects\p_officialplan\workconsol00\amendments_LondonPlan\O-9263\O-9263_AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

Appendix B

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) High Level of Design Standards

The building design and site plan 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 to be implemented through a development agreement:

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. Step-back along Wellington Road to enhance a pedestrian oriented street wall;
b. Use of clear glass material and clear glazing with interior spaces visible from the outdoors, with overhead projecting canopies for all entrances and lining the pedestrian-oriented street wall frontages.

c. A significant vertical break in the podium along Wellington Road of the building between Towers A and B, to break up the long façade and promote a human scale, pedestrian oriented environment.

Tower Features

a. Step-back of the towers, from the podium to the greatest extent possible on all street facing facades;
b. Use of transparent balcony barriers;
c. Further mitigation of building mass by varying and articulating the plane of all facades.

Building Cap Features

a. Through Site Plan Review ensure the use of building step-back at the top storey, with mechanical penthouse adequately concealed in the building's top storey.

iii) Site Landscaping

Through Site Plan Review ensure all-season landscaping and foundation planting along any large expanses of walls facing public streets, internal drive aisles, and mid-block connections.

2) Provision of Affordable Housing

i) 65 affordable housing units will be provided in the development, comprised of:
28 one-bedroom units; and
27 two-bedroom units; and
10 three-bedroom units.
ii) The affordable housing units to be proportionately distributed among the first three 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 35 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.

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)	0.4 space per unit
iv)	Commercial and Retail Parking Rate	1 space per 20sqm of gross floor area

(Minimum)

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 0.75m (2.5ft) (Minimum)

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.

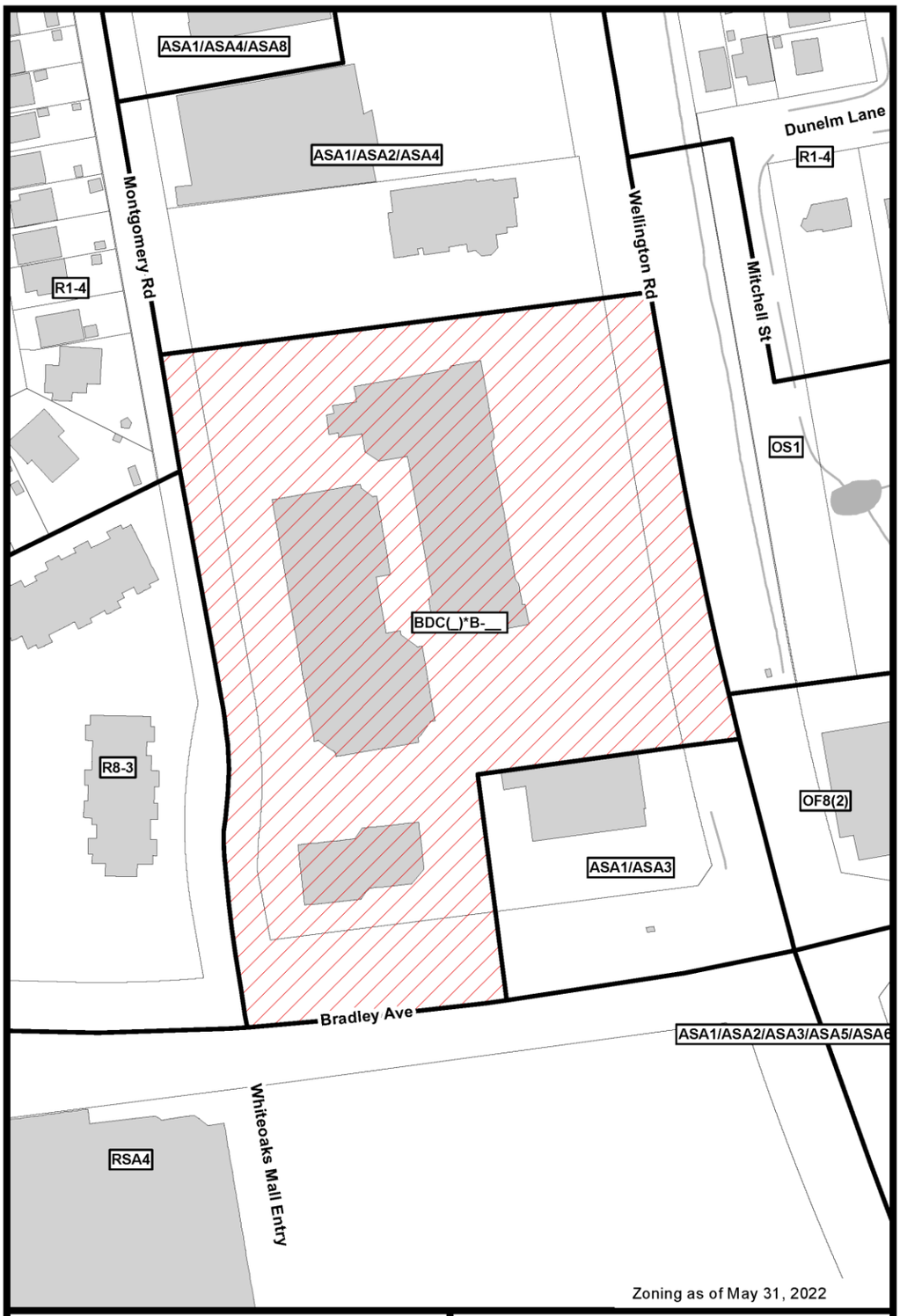
PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: O-9263/Z-9264

Planner: SW

Date Prepared: 2022/06/27

Technician: rc

By-Law No: Z.-1-

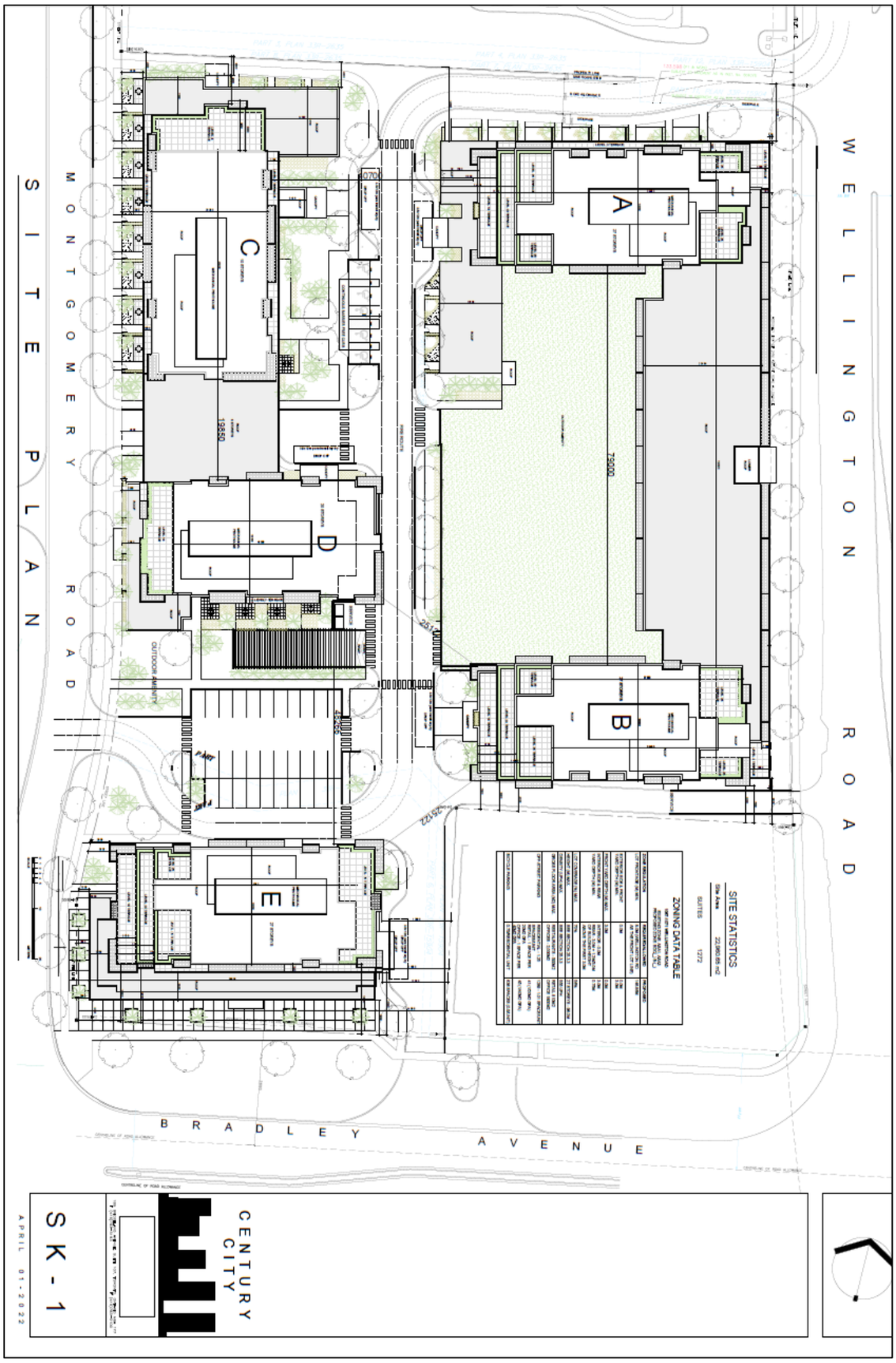
SUBJECT SITE

1:1,500

0 5 10 20 30 40 Meters

Geodatabase

Schedule 1


WELLINGTON ROAD
MONTGOMERY ROAD
BRADLEY AVENUE
SITE PLAN
A
B
C
D
E
79000
13850
OUTDOOR AMENITY
SITE STATISTICS
SUITES 1272
ZONING DATA TABLE
CENTURY CITY
SK - 1
APRIL 01-2022

Community and Protective Services Committee
Report

The 10th Meeting of the Community and Protective Services Committee
August 23, 2022

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

ABSENT: Mayor E. Holder

ALSO PRESENT: Councillors J. Fyfe-Millar and S. Lewis; J. Bunn and J. Taylor

Remote Attendance: G. Belch, J. Davison, K. Dickins, C. Dooling, M. Hefferton, O. Katolyk, E. Ling, N. Musicco, A. Pascual, C. Smith, B. Westlake-Power, S. Wise

The meeting was called to order at 4:02 PM; it being noted that the following Members were in remote attendance: 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: M. Salih
Seconded by: S. Hillier

That Items 2.1 to 2.4 BE APPROVED.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 2nd Report of the Accessibility Community Advisory Committee

Moved by: M. Salih
Seconded by: S. Hillier

That the 2nd Report of the Accessibility Community Advisory Committee, from the meeting held on July 28, 2022, BE RECEIVED.

Motion Passed

2.2 2nd Report of the Animal Welfare Community Advisory Committee

Moved by: M. Salih
Seconded by: S. Hillier

That the 2nd Report of the Animal Welfare Community Advisory Committee, from the meeting held on August 4, 2022, BE RECEIVED.

Motion Passed

2.3 Information Report on Line of Sight for the Emergency Communications System

Moved by: M. Salih
Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Enterprise Supports, the staff report dated August 23, 2022, with respect to information on Line of Sight for the Emergency Communications System, BE RECEIVED. (2022-P16)

Motion Passed

2.4 Occupant Noise Enforcement - Pilot Project

Moved by: M. Salih
Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated August 23, 2022, with respect to an Occupant Noise Enforcement Pilot Project, BE RECEIVED; it being noted that the communication, as appended to the Added Agenda, from M. Temme, with respect to this matter, was received. (2022-P01)

Motion Passed

3. Scheduled Items

3.1 Adult Live Entertainment Parlour - Relocation Request (from 2010 Dundas Street to 238 Dundas Street)

That the following actions be taken with respect to the staff report dated August 23, 2022, related to an application made under the Business Licensing By-law L.-131-16 (the By-law) to substitute an existing Adult Live Entertainment Parlour location at 2010 Dundas Street to a proposed new location at 238 Dundas Street:

a) the above-noted staff report BE RECEIVED;

b) the request to transfer the adult entertainment license from 2010 Dundas Street to 238 Dundas Street BE DENIED; and,

c) the Civic Administration BE DIRECTED to undertake the necessary steps to allow Municipal Council to consider the deletion of the license from 2010 Dundas Street and hold a public participation meeting at the October 4, 2022 Community and Protective Services Committee meeting with respect to this matter;

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

- C. Pugh Roberts;
- T. Gray;
- M. Post, Attic Books;
- E. Moriarty;
- S. Chodis;
- J. Bancroft-Snell;
- E. Tony;

- O. Pizyo;
- D. Stambler – see attached;
- K. Morris, London Abused Women's Centre; and,
- K. McCandles;

it being noted that the communication, as appended to the Added Agenda, from H. Minogue, with respect to this matter, was received. (2022-P09)

Motion Passed

Voting Record:

Moved by: M. Hamou
Seconded by: S. Hillier

Motion to approve parts a) and b) of the clause.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: M. Hamou
Seconded by: S. Hillier

Motion to approve part c) of the clause.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Hillier
Seconded by: M. Hamou

Motion to open the public participation meeting.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Hillier
Seconded by: M. Hamou

Motion to close the public participation meeting.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.2 Adult Entertainment Body-Rub Parlour - Relocation Request (from 802 Exeter Road to 232 Dundas Street)

The following actions be taken with respect to the staff report dated August 23, 2022, related to an application made under the Business Licensing By-law L.-131-16 to substitute an existing Adult Entertainment Body-rub Parlour location at 802 Exeter Road to a proposed new location at 232 Dundas Street,

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

b) the request to transfer the adult entertainment body-rub parlour license from 802 Exeter Road to 232 Dundas Street BE DENIED;

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

- S. Keyes, representing the applicant;
- S. Centen, Ambiance Spa;
- S. Chodis;
- E. Moriarty;
- M. Post, Attic Books;
- J. Bancroft-Snell;
- D. Slansky, Ambiance Spa;
- J. Bolschetschenko, Ambiance Spa;
- S. Komaromi;
- M. Williams;
- O. Pizyo;
- D. Stambler – see attached;
- K. Morris, London Abused Women's Centre;
- K. McCandles; and,
- E. Tony;

it being noted that the communication, as appended to the Added Agenda, from H. Minogue, with respect to this matter, was received. (2022-P09)

Motion Passed

Voting Record:

Moved by: S. Hillier
Seconded by: M. Hamou

Motion to approve part a) of the clause.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Hillier
Seconded by: M. Hamou

Motion to approve part b) of the clause.

Yeas: (4): M. Cassidy, M. Salih, M. Hamou, and S. Hillier

Nays: (1): J. Helmer

Absent: (1): E. Holder

Motion Passed (4 to 1)

Moved by: M. Hamou
Seconded by: S. Hillier

Motion to open the public participation meeting.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: M. Hamou
Seconded by: S. Hillier

Motion to close the public participation meeting.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

That the Deferred Matters List for the Community and Protective Services Committee, as at August 15, 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 August 15, 2022, with the exception of Item Number 1.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: M. Hamou
Seconded by: M. Cassidy

Motion to receive Item Number 1 on the Deferred Matters List for the Community and Protective Services Committee, as at August 15, 2022.

Yeas: (4): M. Cassidy, M. Salih, J. Helmer, and M. Hamou

Recuse: (1): S. Hillier

Absent: (1): E. Holder

Motion Passed (4 to 0)

6. Adjournment

The meeting adjourned at 6:42 PM.

Official submission to **PUBLIC MEETING: Adult Live Entertainment Parlour Relocation**

By David Stambler, owner of 234 Dundas Street

My name is David Stambler and I'm the owner of 234 Dundas Street. My grandfather, Meyer Epstein, owned and ran Meyer Epstein Furs for over 50 years, then sold it to his manager, and it just closed down in 2017. I took out loans for more than half a million dollars to put in two apartments in the 2nd and 3rd floors, because I believe in London and in investing in and revitalizing the downtown core.

I firmly and categorically reject having any more adult entertainment allowed to be in the Dundas Place core, so I am firmly opposed to granting the Adult Live Entertainment Parlour Relocation.

My main complaints would be:

- Dundas Place – the city has invested at least 16 million dollars – so, millions of dollars were put into Dundas Place to make it a family friendly place where the road can be repurposed for street festivals and fairs and pedestrian use. Strip clubs and massage parlours are NOT family friendly.

- Part of Dundas Place and the goal of the city is to revitalize the core - and redevelop it with businesses that are inclusive. Strip bars and massage parlours are NOT inclusive businesses and will not bring in quality business prospects. In fact, they will keep people away.

- Property values are dependent on location, and location is qualified by nearby businesses. Adult entertainment venues are not conducive to increased property values - and if property values go down, taxes go down, and so the city stands to lose out in a variety of ways.

- The domino effect: Once you let these types of businesses in and gain a foothold in the area, then it will encourage other similar businesses to move in, and will depress the overall quality and value of the street life we are all trying to improve. I was told by the owner of the Adult Entertainment that he was planning on a Gay Cabaret – the problem is, once the license is approved, it can be changed without permission from Gay Cabaret to female strippers, say for nights that the other strip club is closed…

- Strip bars are associated with excessive drinking and are also linked to prostitution, so you will be contributing to an eventual increase in crime as well.

I'm concerned not only for the quality of the neighbourhood being decreased but also to the feeling of personal safety by all women who would walk that street – the women who have to walk by each of these places would feel uncomfortable

The type of people that go to these places is not indicative of the type of people that the city of London is trying to attract to Dundas place

So – you have to ask yourself:

1. Do you want to turn Dundas Place into an adult entertainment zone?
2. Do they want increased prostitution in the downtown core?
3. Do you want to reduce your future tax base as a result of property values dropping?
4. Do you want to protect women (and men) from misogyny and exploitation?
5. Do want to make Dundas Place a safe and economically thriving place to live and work?

All the downtown businesses depend on a safe and healthy environment there, and adult entertainment puts a lot of people off, and it will push a lot of people away from actually coming to that block. There is not a single positive thing that could result from this move.

I urge you to vote against this.

Official submission to **PUBLIC MEETING: Adult Entertainment Body-Rub Parlour Relocation**

My submission on the second motion – rough summary:

I will be submitting my presentation regarding the first proposal by email, to be also entered into the record for this motion.

I am firmly opposed to an Adult Body Rub business.

I'd also like to counter what so far has seemed to be a very effective campaign by Ambiance to pull together lawyer, owner, workers, neighbours, and friends in support of them. It seems

their main complaint has been that they are legitimate workers supporting their families legitimately… However… It's all about location, plain and simple.

Councillor Fife Millar said **one of the pillars in the City's strategic plan is making a safe place for women and girls.** Approving an Adult Massage Parlour will NOT do that.

Jesse Helmer – councilor – said he's **not sure what the path of causing the least harm would be.** I submit that it's clear that the path of least harm is NOT putting this into Dundas Place.

One of the workers wrote - **If this location is not approved then Ambiance will close.** It's not up to the city to guarantee a business' viability.

Panic buttons in each room? – Well, that's not the type of business we want in that location.

No residents in the neighborhood? Single woman next door, two single men.

I repeat the same questions I posed in the first submission.

1. Do you want to turn Dundas Place into an adult entertainment zone?
2. Do they want increased prostitution in the downtown core?
3. Do you want to reduce your future tax base as a result of property values dropping?
4. Do you want to protect women (and men) from misogyny and exploitation?
5. Do want to make Dundas Place a safe and economically thriving place to live and work?

Bill No. 335
2022

By-law No. A.-_____-___

A by-law to confirm the proceedings of the Council Meeting held on the 6th day of September, 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 September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

Bill No. 336
2022

By-law No. A.-_____-___

A by-law to establish the 2022 Municipal Election Compliance Audit Committee in accordance with Section 88.37 of the *Municipal Elections Act, 1996*, as amended.

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, 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(1) of the Municipal Act, 2001, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS section 88.37 of the *Municipal Elections Act, 1996*, as amended, requires council to establish a compliance audit committee;

AND WHEREAS this by-law and the Terms of Reference attached hereto as Schedule 1 comply with Section 270 of the *Municipal Act, 2001*, as amended, and Council Policy By-law A.-6151-17, with respect to the manner in which the municipality will try to ensure that it is accountable to the public for its actions and the manner in which the municipality will try to ensure that its actions are transparent to the public;

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

1. The attached Terms of Reference (Schedule 1) to establish the 2022 Municipal Election Compliance Audit Committee be adopted.

2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

Schedule 1

TERMS OF REFERENCE

2022 MUNICIPAL ELECTION COMPLIANCE AUDIT COMMITTEE

1.1 Name

The name of the Committee is the “2022 Municipal Election Compliance Audit Committee”.

1.2 Term of the Committee

The term of the Committee shall be from November 15, 2022 to November 14, 2026.

1.3 Meetings

The Committee will meet as needed, with meetings to be scheduled by the City Clerk or their designate when a compliance audit application is received.

1.4 Mandate

The Committee is required to act in accordance with the powers and obligations set out in the Municipal Elections Act, 1996, as amended (the “Act”). The Committee will be required to:

- consider a compliance audit application received from an elector that a candidate or a registered third party has contravened provisions of the Act relating to election campaign finances and determine whether it should be granted or rejected;
- if the application is granted, the committee shall appoint an auditor to conduct a compliance audit;
- receive the auditor’s report;
- consider the auditor’s report and if the report concludes that the candidate or registered third party appear to have contravened a provision of the Act relating to election campaign finances, the committee may commence legal proceedings against the candidate or third party for the apparent contravention; and,
- consider the report(s) of the City Clerk identifying each contributor to a candidate for office on a council or a registered third party who appears to have contravened any of the contribution limits under section 88.9 or 88.13 of the Act and decide whether to commence a legal proceeding against a contributor for an apparent contravention.

1.5 Composition

The Committee will be composed of four (3) members, with membership drawn from the following stakeholder groups:

a) accounting and audit – accountants or auditors with experience in preparing or auditingthe financial statements of municipal candidates;

b) academic – college or university professors with expertise in political science or local government administration;

c) legal profession with experience in municipal law, municipal election law or administrative law;

d) professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and,

e) other individuals with knowledge of the campaign financing rules of the Act.

Members of Council, employees or officers of the municipality or local board, any persons who are registered third parties in the municipality in the election for which the committee is established or any persons who are candidates in the election for which the Committee is established are not eligible to be appointed to the Committee, pursuant to clause 88.37(2) of the Act.

Further, an individual shall be deemed ineligible to be a member of the Committee if they prepare the financial statements of any candidate or registered third party running for office on Municipal Council during the term for which the Committee has been established.

The following persons are ineligible for appointment:

- Employees or officers of any of the participating bodies,
- A member of council or of a local board of any of the participating bodies,
- Any persons who are candidates in an election of any of the participating bodies for which the Committee is established; or
- Any persons who are registered third parties in an election of any of the participating bodies for which the Committee is established.

Should an appointed Committee Member accept employment with any of the participating bodies or register as a candidate or a third party with any of the participating bodies, they will have been deemed to have resigned.

All Committee Members shall agree in writing that they will not work or volunteer for, or contribute to, any candidate or registered third party in any capacity in an election of any of the participating bodies.

If a person recommended or appointed to serve on the Committee is identified as having participated or contributed to a candidate's campaign or registered third party, that person shall not be eligible to be a Member with respect to a Compliance Audit Committee application within the applicable participating body where the participation or contribution to a campaign or registered third party occurred.

1.6 Conflicts

Conflicts of pecuniary interest arise when Members may financially benefit, directly or indirectly, from their membership on the Committee. Such involvements include, but are not limited to:

- Members being employed by or doing business with the Affected Party
- Members' immediate family being the Affected Party or employed by or doing business with the Affected Party
- Members' business associates being the Affected Party or employed by or doing business with the Affected Party

A conflict of interest may be an actual or perceived conflict of pecuniary interest. The same duty to disclose applies to each. The pecuniary interests of a Member's immediate family or business associate are considered to also be the pecuniary.

1.7 Appointment Process

All applicants will be required to submit a summary outlining their qualifications and experience. A Nomination Committee consisting of the City Clerk, the Deputy City Clerk and the Manager of Elections, Strategic Integration and Policy will submit a short list of candidates to Council through the Corporate Services Committee. Any vacancies which arise after November 15, 2022 shall be nominated by the Nomination Committee to Council, through the Corporate Services Committee.

Members will be selected based on the following:

a) demonstrated knowledge and understanding of municipal election campaign financing rules and knowledge of the Act and related regulations;
b) proven analytical and decision-making skills;
c) experience working on a committee, administrative tribunal, task force or similar setting;
d) availability and willingness to attend meetings; and
e) oral and written communication skills

Members will be appointed by Municipal Council.

1.8 Compensation

Members shall receive an honorarium of $200.00 per meeting, to be funded from the Election Reserve. Administrative costs for such items as printing and mailing will be absorbed within the City Clerk's Operating Budget.

1.9 Conduct of Members

Members of the Committee shall comply and conduct themselves in accordance with the Municipal Election Compliance Audit Committee Rules of Procedure. Members shall not use their position on the Committee for any personal or political gain.

1.10 Administrative Practices and Procedures

The Terms of Reference and Municipal Election Compliance Audit Committee Rules of Procedure shall constitute the Administrative Practices and Procedures of the Committee.

Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Section 88.33 to 88.37 of the Act.

The City Clerk has the right to establish additional administrative practices and procedures for the Committee at any time and shall carry out any other duties required under the Act to implement the Committee's decisions.

1.11 Funding

Costs related to the retention of an auditor will be funded from the Election Reserve.

Costs incurred as a result of a decision of the Committee being challenged to the Superior Court of Justice shall be funded from the Election Reserve.

Bill No. 337
2022

By-law No. A.-_____-____

A by-law to approve the appointments to the Municipal Election Compliance Audit Committee for the 2022 Municipal Election in accordance with Section 88.37 of the *Municipal Elections Act, 1996*, as amended.

WHEREAS section 88.37 of the *Municipal Elections Act,* 1996, as amended, requires Council to establish a Compliance Audit Committee;

AND WHEREAS the Council of The Corporation of the City of London wishes to appoint Dan Ross, Andrew Wright and Christene Scrimgeour to the Municipal Election Compliance Audit Committee for the 2022 Municipal Election;

AND 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;

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

1. Andrew Wright, Christene Scrimgeour and Dan Ross be hereby appointed to the Municipal Election Compliance Audit Committee for the 2022 Municipal Election for the term commencing November 15, 2022 and ending November 14, 2026.

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First reading – September 6, 2022
Second reading – September 6, 2022
Third reading – September 6, 2022

Bill No. 338
2022

By-law No. A.-7562(_)-___

A by-law to amend By-law No. A.-7562-160, as amended, being “A by-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector and Storm Drain Connection Grant Program By-law” by deleting Schedule “A” to the By-law and by replacing it with a new Schedule “A” to clarify language and terminology within the By-law and revise the funding upset limits to account for inflation.

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 107 of the *Municipal Act, 2001* provides that a municipality may make grants to any person, group or body, including a fund, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that a municipality’s power to make grants includes the power to make a grant by way of loan and to charge interest on the loan;

AND WHEREAS on May 16, 2017 Municipal Council of The Corporation of the City of London passed By-law No. A.-7562-160, being “A by-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector and Storm Drain Connection Grant Program By-law, to provide grants to certain Owners of residential semi-detached dwellings, single detached dwellings and duplex dwellings, to Condominium Corporations for units used for residential purposes, and to Non-Profit Housing Co-operatives, to disconnect the Footing Tiles (weeping tiles or foundation drains) from either the sanitary or storm sewer, and install a sump pump system for disposal of Footing Tile water to a suitable outlet other than the sanitary sewer system;

AND WHEREAS it is deemed appropriate to amend By-law No. A.-7562-160 by deleting Schedule “A” to the By-law and by replacing it with a new Schedule “A” to clarify language and terminology within the By-law and revise the funding upset limits to account for inflation;

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

1. By-law No. A.-7562-160, as amended, being “A by-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector and Storm Drain Connection Grant Program By-law” is hereby amended by deleting Schedule “A” to the By-law and by replacing it with a new Schedule “A”, <u>attached</u> Schedule “A” to this by-law.

2. The short title of this by-law is “Basement Flooding Grant Program By-law”.

3. That this by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

Schedule "A"

City of London Basement Flooding Grant Program Guidelines

Purpose

- To provide a grant to Residential Homeowners, Condominium Corporations for units used for residential purposes, and to non-profit housing co-operatives, with residential buildings built prior to 1985, who may have experienced basement flooding, or who are in an area likely to experience basement flooding, due to sanitary sewer surcharging in their basements, and who subsequently install eligible Approved works to reduce the likelihood of flooding, in particular the discharge of disconnected and redirected Footing Tile water to a suitable outlet other than the sanitary sewer system, in accordance with this By-law.
- To provide a grant to Residential Homeowners who have experienced significant sump pump surface discharge issues including, but not limited to, surface erosion, icing on City sidewalks and/or streets and who lack suitable discharge alternatives on their Property to comply with the Drainage By-law WM-4 (subject to the discretion of the City Engineer), and who subsequently install eligible Approved works to alleviate these discharge issues (storm Building Sewer and Private Drain Connection to a suitable municipal storm sewer system), in accordance with this By-law.

Definitions

"Approved" means acceptable works meeting Ontario Building Code and Canadian Standards Association product and installation requirements, as well as manufacturer installation requirements.

"Building Sewer" means the private portion of the sanitary or storm service lateral for a private drainage or plumbing system (regulated by the Ontario Building Code) which conducts effluent to a Private Drain Connection.

"City Engineer" means the Deputy City Manager, Environment and Infrastructure or their written designate.

"Condominium Corporations" means condominium corporations under the *Condominium Act, 1998* for units used for residential purposes.

"Footing Tile" means the building foundation drain or weeping tile for a dwelling.

"Non-Profit Housing Co-operatives" means a non-profit housing co-operative under the *Co-operative Corporations Act.*

"Dwelling Unit" has the same meaning as contained in the City's Zoning By-law.

"Owner" means an Owner in fee simple under the *Land Titles Act*, R.S.O. 1990, c. L.5.

"Private Drain Connection" or "PDC" means the public/municipal portion of the sanitary or storm service lateral which joins the private building sewer to a City sewer main and which is upon lands that are either owned by the City or subject to a sewer easement in favour of the City.

"Professional Engineer" or *"Engineer"* means a person who holds an Ontario license or temporary license under the Professional Engineers Act, O. Reg 941/90 and O. Reg 260/08.

"Property" means a separate parcel of land which has been assigned a Property identifier under section 141 of the *Land Titles Act*, R.S.O. 1990, c. L.5.

"Residential Homes" means residential semi-detached dwelling, single detached dwelling and duplex dwelling, as defined in the City's Zoning By-law.

Funding

This Program will be funded in an amount determined by Council at its sole discretion from time to time. Grant commitments will be provided subject to funding availability as determined by Council at its sole discretion from time to time.

A. Eligible Work – Residential Homes

1. For Residential Homes approved through the City's Basement Flooding Grant Program in writing, upon completion of the installation and subject to funding being available in the yearly budget allocation for this purpose, the City may pay to the Owner up to 90% of the demonstrated eligible construction costs established as follows:

   (i) up to a maximum of $3,100.00 for out-of-pocket expenses to disconnect the existing Footing Tiles (when they are connected to the sanitary or storm system inside the basement) and redirect to an Approved sump pit and pump (to discharge to a suitable outlet other than the sanitary sewer, in accordance with Drainage By-law WM-4), in the case where Footing Tiles previously drained to the sanitary sewer, or previously drained by gravity to the storm sewer;

   (ii) up to a maximum of $3,900.00 for out-of-pocket expenses to disconnect the existing Footing Tiles (when they are connected to the sanitary or storm Building Sewer outside the basement) and redirect to an Approved sump pit and pump (to discharge to a suitable outlet other than the sanitary sewer, in accordance with Drainage By-law WM-4), in the case where Footing Tiles previously drained to the sanitary sewer, or previously drained by gravity to the storm sewer;

   (iii) Up to a maximum of $2,200.00 for out of pocket expenses to disconnect additional footing tile connection(s) for a building in the case where footing tiles previously drained to the sanitary sewer, or previously drained by gravity to the storm sewer. This cost is per additional footing tile connection and must be done in conjunction with either (i) or (ii).

   (iv) up to a maximum of $1,300.00 for out-of-pocket expenses when an Approved sump pump battery backup is installed in a Residential Home, in combination with the installation of an Approved sump pit and pump, as part of the grant program works and a current application. (A sump pump battery backup for an existing sump pump is not eligible for funding);

   (v) up to a maximum of $3,900.00 or out-of-pocket expenses to disconnect private catchbasins or drains on, or adjacent to, a driveway or garage that drain storm runoff from a reverse grade driveway, and direct to an Approved sump pit and pump (to discharge to a suitable outlet other than the sanitary sewer, in accordance with Drainage By-law WM-4), where the private catchbasins or drains were previously connected to the City's sanitary sewer;

   (vi) up to a maximum of $1,600.00 for out-of-pocket expenses when an Approved backwater valve is installed in a semi-detached or single detached dwelling (in accordance with the Ontario Building Code) in combination with the installation of an Approved sump pit and sump pump, and provided that the backwater valve is serving only one dwelling unit; the installation of a backwater valve is recommended with Footing Tile disconnection for either (i) or (ii) and is subject to the City Engineer's discretion;

   (vii) up to a maximum of $1,600.00 for out-of-pocket expenses when an Approved backwater valve is installed in a semi-detached or single detached dwelling (in accordance with the Ontario Building Code) that does not have Footing Tiles due to age of construction, but is located in an area where sanitary sewer surcharging presents a potential risk, subject to the City Engineer's discretion, and provided that the backwater valve is serving only one Dwelling Unit. If Footing Tiles do not exist, or are not

connected to the sanitary main drain or Building Sewer, the licensed plumber/drainage contractor must verify this in writing based on a camera/video inspection;

(viii) up to a maximum of $1,600.00 for out-of-pocket expenses when an Approved backwater valve is installed in a semi-detached or single detached dwelling (in accordance with the Ontario Building Code) that is located in an area where sanitary sewer surcharging presents a potential risk, subject to the City Engineer's discretion, and provided that the backwater valve is serving only one Dwelling Unit. The Footing Tiles must have an appropriate outlet, other than the sanitary sewer, in accordance with Drainage By-law WM-4;

(ix) up to a maximum of $5,500 for out-of-pocket expenses incurred when, in lieu of an Approved backwater valve being installed with the sump pit and pump, an Approved sewage ejector and holding tank is installed along with interior plumbing modifications to accommodate for the discharge of effluent from basement plumbing fixtures to the sanitary sewer system;

(x) up to a maximum of $9,000.00 for out-of-pocket expenses for the construction of a storm lateral, which includes a storm Private Drain Connection (PDC) (within the City road allowance or within a City easement) and a storm Building Sewer on private property, to convey the Owner's pumped Footing Tile water from the dwelling unit to the municipal storm sewer;

(xi) Up to a maximum of $3,000.00 for out-of-pocket expenses to construct a storm Building Sewer on private Property from the Dwelling Unit and extending it to an existing storm PDC within the City road allowance or within a City easement to convey Owner's pumped footing tile water to the municipal storm sewer; and

(xii) the works of either items (x) or (xi) are possible provided that there is a suitable municipal storm sewer outlet available for the Owner's Property, subject to the discretion of the City Engineer.

2. The demonstrated eligible construction costs include the fees to obtain a Building/Plumbing Permit for the eligible works and/or a Work Approval Permit, and efforts to coordinate inspection(s) identified in the permit, to achieve completed, Approved works that pass inspection(s) in full.

3. The City assumes no liability whatsoever relating to the work undertaken by the Owner.

4. The Owner must execute an appropriate liability release document (Page 2 of the Basement Flooding Grant Program application form), approved by the City's Risk Management Division and the City Solicitor's Office.

5. Eligibility for this grant will be based on a demonstrable need for such work. If weeping tile exists, then the weeping tile must be disconnected from the sanitary or storm system, as determined solely by the City Engineer.

6. Also available for Residential Homeowners, upon completion of the installation of the eligible works and subject to grant funding being available in the yearly budget allocation for this purpose, the City will loan to the applicant Owner the remainder of the demonstrated eligible construction costs established as above. This loan is to be paid back to the City in ten equal annual instalments, including interest, in accordance with the annual 10-year financing rate for local improvements.

7. Remediation or renovation works required by the homeowner in relation to these works are not eligible for grant or loan funding.

B. <u>Eligible Work – Condominium Corporations, and Non-Profit Housing Co-operatives</u>

1. For Condominium Corporations, and Non-Profit Housing Co-operatives approved through the Basement Flooding Grant Program in writing upon completion of the installation and subject to funding being available in the yearly budget allocation for this purpose, the City may pay to a Condominium Corporation, or Non-Profit Housing Co-operative up to 90% of the demonstrated cost established as follows:

   (i) up to a maximum of $3,600 for out-of-pocket expenses for an Engineering Report, which is subject to the City Engineer's approval, and the consulting engineer's written confirmation that works have been completed in accordance with the final Engineering Report; and

   (ii) up to a maximum of $2,400 per impacted unit (Condominium Corporation or Non-Profit Housing Co-operatives), where eligible works are proposed and installed, or for units that will directly benefit from these eligible works for out-of-pocket expenses including Approved sump pit and sump pump systems, and Approved sanitary backflow prevention systems.

2. Any grants provided to Condominium Corporations or Non-Profit Housing Co-operatives will be payable only if the entirety of the eligible works in the final Engineering Report are implemented.

3. Any grants provided to the Condominium Corporations or Non-Profit Housing Co-operatives which have existing Footing Tile connections to the City's sanitary sewer will be approved only if those Footing Tiles are disconnected (and discharged to a suitable outlet other than the sanitary sewer, in accordance with Drainage By-law WM-4). Any units which would continue to have footing tiles connected to the City's sanitary sewers are not eligible for grant funding.

4. The demonstrated eligible construction costs include the fees to obtain a Building/Plumbing Permit for the eligible works and or a Work Approval Permit, and efforts to coordinate inspection(s), identified in the permit, to achieve completed, Approved works that pass inspection(s) in full.

5. The City assumes no liability whatsoever relating to the work undertaken by the Condominium Corporation, or Non-Profit Housing Co-operative.

6. The Condominium Corporation, or Non-Profit Housing Co-operative must execute an appropriate liability release document, approved by the City's Risk Management Division and the City Solicitor's Office. The individual unit Owners must also sign a separate liability release document.

7. Eligibility for this grant will be based on a demonstrable need for such work, at the sole discretion of the City Engineer.

C. <u>Eligibility for Grant</u>

1. The applicant(s) for the grant must meet the following criteria in order to qualify for the Program:
   (i) must be the Owner(s) of the Residential home, a Condominium Corporation, or a Non-Profit Housing Co-operative;

   (ii) has not commenced any construction works they are applying for grant funding for prior to grant approval; and

   (iii) the Owner(s), Condominium Corporation, or Non-Profit Housing Co-operative must meet all conditions of this Program.

2. Approval of all grant applications is also subject to availability of funding at any given time, as determined solely by Council.
3. Non-residential properties, including but not limited to, institutional, industrial, and commercial properties are not eligible for this Program.

D. Eligibility for Loan

1. The residential applicant(s) must meet the following criteria in order to qualify for the loan
   (i) must be the Owner(s) of the Residential home and must have been approved in writing for a grant through this By-law and have expressed an interest in a loan;
   (ii) all property taxes must be paid in full at the time of application and throughout the loan process; and
   (iii) all registered owner(s) must complete and sign the Loan Agreement.
2. Approval of all loan applications is also subject to availability of funding at any given time, as determined solely by Council.
3. Condominium Corporation and Non-Profit Housing Co-operatives are not eligible for a loan.

E. Grant and Loan Details

1. Grants and loans will not be available to cover any other associated ineligible costs including, but not limited to, restoration, renovation, landscaping costs etc.
2. The maximum amount of each grant and loan will be determined in each case by the City Engineer, based on the City Engineer's determination of the reasonable cost and scope of the proposed work. Grant and loan applications will be processed in chronological order based on the date of receipt of applications, at the discretion of the City Engineer.
3. Grant approvals will be valid for six (residential) or nine (condominium corporations and non-profit housing co-operatives) months and will expire if the work is not completed within that time period (unless extended at the City Engineer's discretion).
4. The Basement Flooding Grant Program application procedure is outlined in Appendix "A".

Appendix "A"

A. Application Procedure - Residential

1. The applicant Owner(s), will be required to complete an application form provided by the City Engineer. In addition to the completed application form, the applicant Owner(s), must provide:

   a. A minimum of 3 quotes for the work from licensed plumbing/drainage Contractors, not a 3rd party representative, for costs above $10,000.00, to the City Engineer's satisfaction and subject to the City Engineer's discretion;

   b. A minimum of 2 quotes for the work from licensed plumbing/drainage Contractors, not a 3rd party representative, for costs between $5,000.00 and $10,000.00, to the City Engineer's satisfaction and subject to the City Engineer's discretion;

   c. One quote for the work from a licensed plumbing/drainage Contractor, not a 3rd party representative, for costs below $5,000.00, to the City Engineer's satisfaction and subject to the City Engineer's discretion;

   d. The quotes must detail what work is to be done, and separate out costs for each portion of construction work, i.e. total cost of labour and materials to install backwater valve, total cost of labour and materials to install PDC, etc.;

   At the discretion of the City Engineer, any work that is started or completed prior to the grant application approval may be deemed ineligible under this Program, at the discretion of the City Engineer.

2. The City reviews the application and supporting documentation and decides whether to approve the grant amount and loan, and determines the approximate grant and loan amounts. The City advises the applicant in writing of its decision. Final grant and loan amounts are established based on the final paid invoice submitted once the work has been completed.

3. The Applicant or Contractor obtains any necessary permits, including a Building/Plumbing Permit from the City's Building Division and/or Work Approval Permit (7th Floor, City Hall, 300 Dufferin Avenue, London, 519-661-4555 or building@london.ca) prior to work commencing. Failure to obtain appropriate permits prior to work commencing will result in cancellation of any previously approved grant and loan amounts.

4. The Contractor must co-ordinate work with the City. The Contractor is responsible to obtain all utility locates for the work for both private Property and City Property.

5. The Contractor or the applicant must arrange for an inspection by the City with respect to the Building/Plumbing Permit and/or Work Approval Permit. Permits that have not had an inspection by the City will result in the cancellation of any previously approved grant and loan amounts.

6. Within six months of receiving grant approval, the Owner(s) must submit to the City the final invoice from the Contractor setting out the amount due and paid for the work. Any Owner submitting a final invoice six months after the grant approval will be ineligible for payment of the grant and loan (subject to the discretion of the City Engineer). The City will not provide a grant or loan for an amount greater than the grant or loan amount set out in paragraph 2 above, even where the final invoice is greater than the grant amount. The Owner(s) must also resubmit the grant application form with the liability release section signed by all Owners.

7. Where there is a request to do so and subject to the discretion of the City Engineer, the City may advance 100% of the grant and loan amounts as set out in item (2) above to the qualified and licensed plumbing contractor who completes the construction works for the applicant Owner(s) upon receipt of a

final invoice for the completed construction works, confirmation of the homeowner's eligibility for a loan, and confirmation that the applicable permit(s) have been issued and passed in full.

B. <u>Application Procedure – Condominium Corporations, Non-Profit Housing Co-operatives</u>

1. Screening of potential eligibility for the Basement Flooding Grant Program is reviewed by the City Engineer for a particular Condominium Corporation and Non-Profit Housing Co-operative.

2. At the sole discretion of the City Engineer, the Condominium Corporation or Non-Profit Housing Co-operative is provided with an application for the Basement Flooding Grant Program – Condos and Housing Co-ops if they meet the screening criteria for potential eligibility.

3. The Condominium Corporation or Non-Profit Housing Co-operative may then elect to proceed with the program by retaining a Consulting Engineer to complete an engineering report (to be sealed by a Professional Engineer). The grant program covers a maximum of $3,600 for the completion of the engineering report (draft and final).

4. The engineering report must specifically address the basement flooding risks and recommend preventative measures to reduce the likelihood of basement flooding. The report must clearly identify the selected units where eligible works are proposed such as weeping tile disconnection and redirection to a sump pit and sump pump, sump pump battery back-up and sanitary backwater valve. The report must also clearly identify ongoing maintenance requirements.

5. The draft engineering report is provided to the City for review of completeness related to basement flooding risk and proposed recommended preventative measures. The City provides report comments to the Consulting Engineering firm.

6. The Consulting Engineering firm updates and finalizes the report by addressing each of the comments provided by the City. The final engineering report must be sealed by a Professional Engineer and provided to the City.

7. The Consulting Engineering firm and/or Condominium Corporation or Housing Co-operative is responsible to collect multiple quotations from licensed plumbers/drainage contractors for the eligible works outlined in the final engineering report, including applicable permits. The quotes must detail what work is to be done and for which specific units, and separate out costs for each portion of work, in accordance with this By-law.

   At the discretion of the City Engineer, any work that is started or completed prior to the grant application approval may be deemed ineligible under this Program, at the discretion of the City Engineer.

8. City reviews the quotations and provides grant approval in writing to the Condominium Corporation or Non-Profit Housing Co-operative regarding the overall grant coverage and coverage per unit (based on participating units).

9. The Condominium Corporation or Non-Profit Housing Co-operative may then choose to proceed with the installation/construction of the eligible works outlined in the final engineering report, with costs directed to the licensed plumber/drainage contractor by the Condominium Corporation, Non-Profit Housing Co-operative or by the individual unit owners.

10. The applicant or Contractor obtains any necessary permits, including a Building/Plumbing Permit and/or Work Approval Permit from the City's Building Division (7th Floor, City Hall, 300 Dufferin Avenue, London, 519-661-4555) prior to work commencing. Failure to obtain appropriate permits prior to work

commencing will result in cancellation of any previously approved grant and loan amounts.

11. The Contractor must co-ordinate work with the City. The Contractor is responsible to obtain all utility locates for the work for both private Property and City Property.

12. The Contractor or the applicant must arrange for an inspection by the City with respect to the Building/Plumbing Permit and/or Work Approval Permit. Permits that have not had an inspection by the City will result in the cancellation of any previously approved grant and loan amounts.

13. Certification of the completed works is required based on the recommendation outlined in the sealed final Engineering Report. Certification of the completed works must be provided in writing by the Professional Engineer, who sealed the final Engineering Report.

14. Within nine months of receiving grant approval, the Condominium Corporation, or Non-Profit Housing Co-operative or individual unit owners must submit to the City the final invoice from the Contractor setting out the amount due and paid for the work. Condominium Corporations and Non-Profit Housing Co-operatives must also submit to the City the final invoice from the consulting engineering firm setting out the amount due and paid for the Engineer's Report(s) and confirmation that the works were completed in accordance with the report. Any Owner, Condominium Corporation, or Non-Profit Housing Co-Operative submitting a final invoice nine months after the grant approval will be ineligible for payment of the grant and loan (subject to the discretion of the City Engineer). The City will not provide a grant for an amount greater than the grant or loan amount set out in item (8) above, even where the final invoice is greater than the grant amount. The Condominium Corporation, or Non-Profit Housing Co-operative must also submit the grant application form (page 2) with the liability release section signed by all Owners or representatives able to bind the Condominium Corporation or non-profit housing co-operative. The individual Owners must also sign a separate liability release document.

15. Subject to approval of the submission, The City will issue a cheque for the grant either to the Condominium Corporation, or Non-Profit Housing Co-operative or individual unit owners.

C. <u>Not Retroactive</u>

The Program will not be retroactive to apply to works started before the commencement of the Program.

D. <u>Discontinuation of Program</u>

The terms of the Program are subject to change. Council may periodically review the Program Guidelines to determine if the Program should continue, be modified, or cease to issue any new grants. The City may discontinue the Program at any time, without notice.

E. <u>City Not Liable</u>

In order to qualify for a grant and loan, the residential home Owner, Condominium Corporation, or Non-Profit Housing Co-operative agrees that the City shall not be liable for any damages to the Owner's Property or Property for which the Condominium Corporation, or Non-Profit Housing Co-operative is responsible as a result of any of these installations.

Bill No. 339
2022

By-law No. A.-8290( )--

A by-law to amend By-law No. A.-8290-227, 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 approved the imposition of transient accommodation tax on the purchase of Short-term Accommodation at its meeting of August 2, 2022 and passed “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””;

AND WHEREAS it is deemed expedient to repeal By-law No. A.7753-259, as amended, entitled, “A bylaw to impose a Municipal Accommodation Tax” and all its amendments;

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

1. By-law No. A.-8290-227 is hereby amended by adding the following section and renumbering the bylaw provisions accordingly:

12. Repeal
By-law No. A.-7753-259, entitled, “A bylaw to impose a Municipal Accommodation Tax” and all of its amendments shall be repealed effective October 1, 2022.

2. This bylaw comes into force and effect on the day it is passed.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First reading – September 6, 2022
Second reading – September 6, 2022
Third reading – September 6, 2022

Bill No. 340
2022

By-law No. C.P.-1512( )-

A by-law to amend The Official Plan for the City of London, 2016 relating to 604 Beaverbrook Avenue.

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. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990*, c. P.13.

PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 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 add a policy to the Specific Policies for the Neighbourhoods Place Type and add the subject lands to Map 7 – Specific Policy Areas – of The Official Plan to permit a four (4) storey stacked townhouse development.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 604 Beaverbrook Avenue in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the Provincial Policy Statement 2020, and conforms to The Official Plan, including affordable housing, city design and specific area policies. The recommendation provides for the comprehensive development of the subject site resulting in an appropriate and compatible use and form of development.

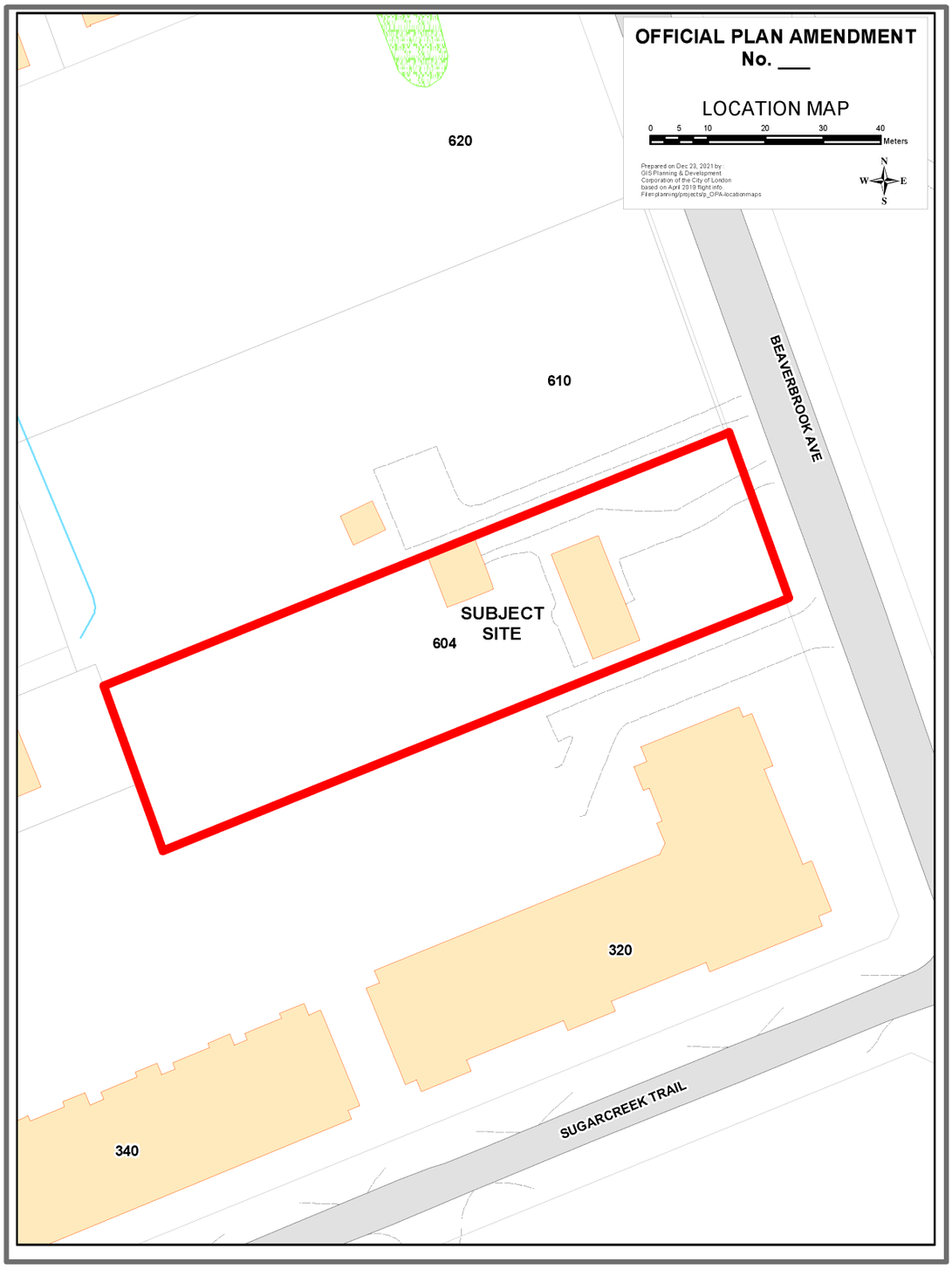
D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Policy (1077_) - Specific Policies for the Neighbourhoods Place Type - of The Official Plan for the City of London is amended by adding the following:

   ( ) In the Neighbourhoods Place Type at 604 Beaverbrook Avenue four (4) storey stacked townhouses may be permitted.

1. Map 7 – Specific Policy Areas, to The Official Plan for the City of London Planning Area is amended by adding a specific policy area for those lands located at 604 Beaverbrook Avenue in the City of London, as indicated on “Schedule 1” attached hereto.


OFFICIAL PLAN AMENDMENT
No. ___
LOCATION MAP
0 5 10 20 30 40
Meters
Prepared on Dec 23, 2021 by:
GIS Planning & Development
Corporation of the City of London
based on April 2019 flight info
File=planning/projects/p_OPA-locationmaps
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620
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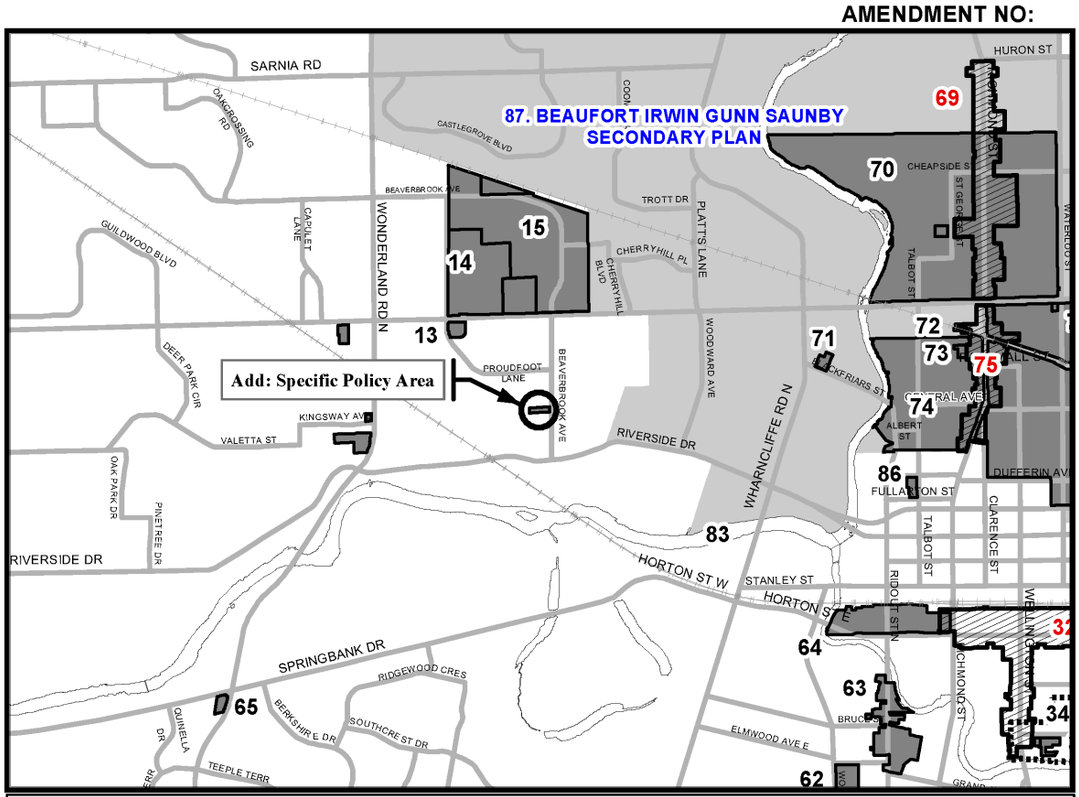
SUBJECT
SITE
BEAVERBROOK AVE
320
340
SUGARCREEK TRAIL

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 # **TO** OFFICIAL AMENDMENT NO. _____ PREPARED BY: Planning & Development	Scale 1:30,000 0 150 300 600 900 1,200 1,500 Meters	**FILE NUMBER:** OZ-9483 **PLANNER:** AR **TECHNICIAN:** RC **DATE:** 7/13/2022

Document Path: E:\Planning\Projects\p_officialplan\workconsol00\amendments_LondonPlan\OZ-9483\OZ-9483_AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

Bill No. 341
2022

By-law No. C.P.-1512( )-

A by-law to amend The Official Plan for the City of London, 2016 relating to 21-41 Meadowlily Road North and 20 Norlan Avenue.

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 September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 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 add a special policy in Policy 1077 of The Official Plan for the City of London to permit stacked townhouses as a permitted use in the Neighbourhoods Place Type on a Neighbourhood Street.

2. To amend Map 7 (Specific Policy Areas) of The Official Plan to include the subject site.

B. LOCATION OF THIS AMENDMENT

3. This Amendment applies to lands located at 21-41 Meadowlily Road North and 20 Norlan Avenue in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the Provincial Policy Statement, 2020. The recommendation provides for intensification in the form of a 3 storey stacked townhouse development which is appropriate because the property is large enough to accommodate the proposal, is at the intersection of two streets, is separated from the single family neighbourhood by an intervening hydro corridor, is across the street from open space and its access point is approximately 240 metres from Hamilton Road, a Civic Boulevard, for easy access.

D. THE AMENDMENT

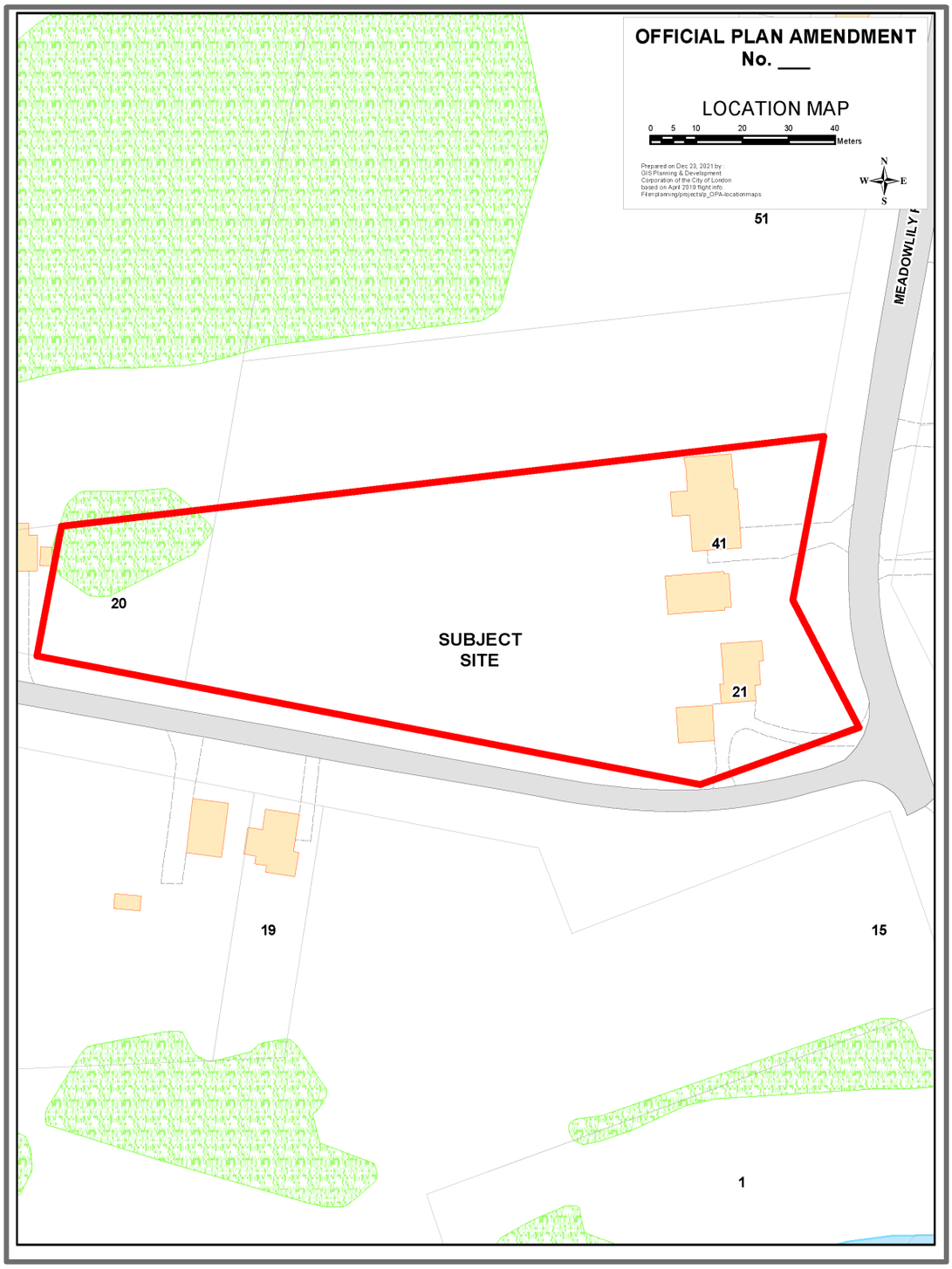
The Official Plan for the City of London is hereby amended as follows:

Policy 1077 of The Official Plan for the City of London is amended by adding the following:

1. 21-41 Meadowlily Road North and 20 Norlan Avenue

1077(_) In the Neighbourhoods Place Type at 21-41 Meadowlily Road North and 20 Norlan Avenue, stacked townhouses may be permitted on a Neighbourhood Street.

2. Map 7 – Specific Policy Areas is amended by adding the subject site to the map.


OFFICIAL PLAN AMENDMENT
No. ___
LOCATION MAP
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Meters
Prepared on Dec 23, 2021 by:
GIS Planning & Development
Corporation of the City of London
based on April 2019 flight info
File=planning/projects/p_OPA-locationmaps
N
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MEADOWLILY
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SUBJECT
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1

Bill No. 342
2022

By-law No. C.P.-1512( )-

A by-law to amend The Official Plan for the City of London, 2016 relating to 1067, 1069, 1071 Wellington Road.

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

1. Amendment No.___ to The Official Plan for the City of London Planning Area – 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 September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 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 add a policy to the Specific Policies for the Transit Village Place Type and add the subject lands to Map 7 – Specific Policy Areas – of the City of London to permit a mixed-use development with a maximum building height of 27 storeys.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1067, 1069, 1071 Wellington Road in the City of London.

C. BASIS OF THE AMENDMENT

The amendment to the Official Plan will allow for the mixed-use development of an underutilized site within a Transit Village that will integrate convenient transit options with residential, commercial and office uses. The proposed development and recommended amendments are consistent with the Provincial Policy Statement, 2020 and conform to *The Official Plan* policies including but not limited to Key Directions, the City Structure Plan, growth frameworks, City Design policies, and the Transit Village Place Type. The recommended amendment is also in conformity with in-force policies of the 1989 Official Plan, including the Bonus Zoning policies. The recommended amendment will facilitate an infill and intensification development with an appropriate range of uses, intensity and built form for the site and surrounding area.

D. THE AMENDMENT

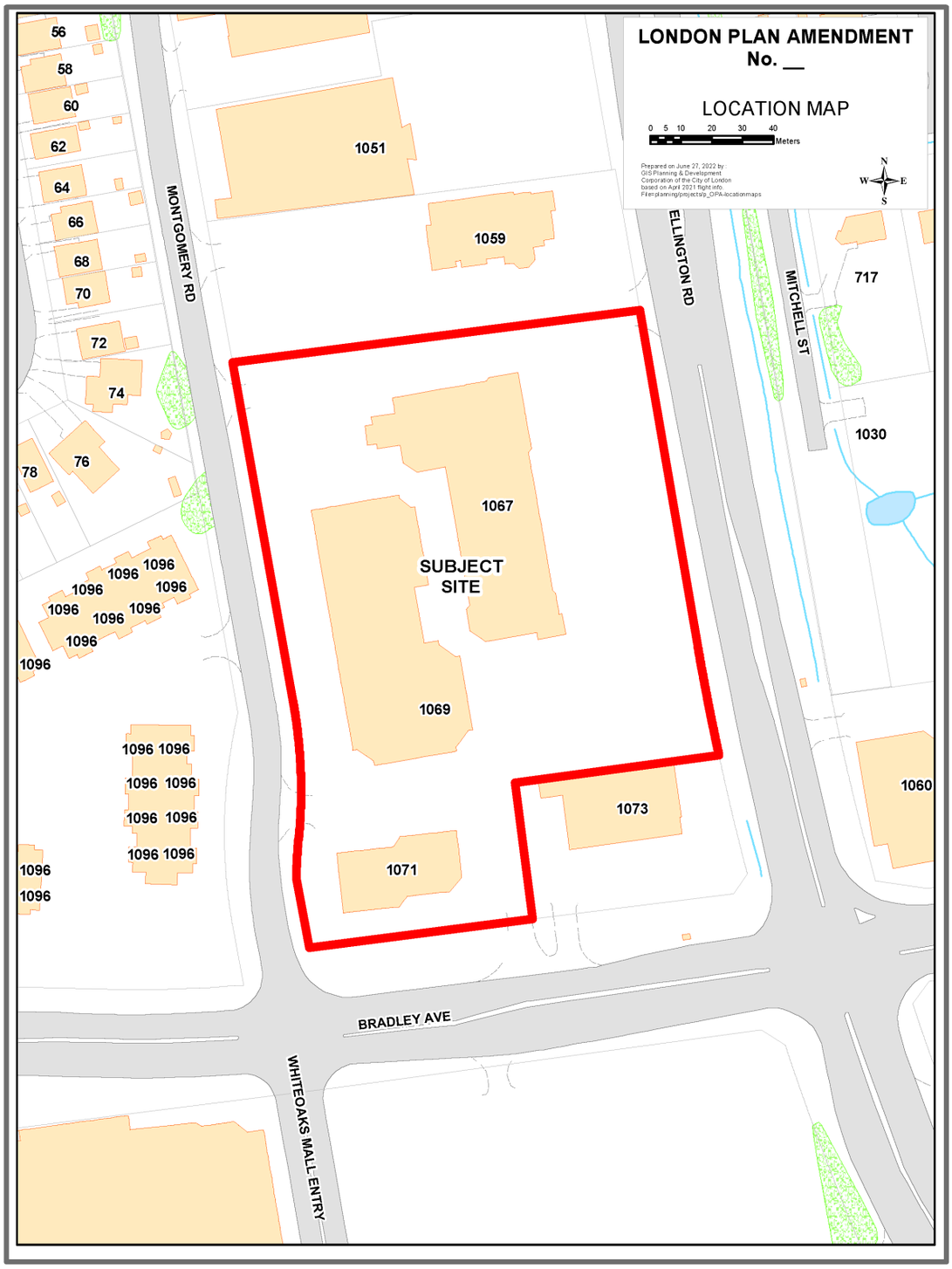
The Official Plan for the City of London is hereby amended as follows:

1. Specific Policies for the Transit Village Place Type of *The Official Plan* for the City of London is amended by adding the following:

   1067, 1069, 1071 Wellington Road in the City of London

   A mixed-use development with a maximum height of 27 storeys may be permitted, to be implemented by a bonus zone that provides for affordable housing.

2. Map 7 – Specific Policy Areas, to *The Official Plan* for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1067, 1069, 1071 Wellington Road in the City of London.


LONDON PLAN AMENDMENT
No. __
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Meters
Prepared on June 27, 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
S
MONTGOMERY RD
ELLINGTON RD
MITCHELL ST
BRADLEY AVE
WHITEOAKS MALL ENTRY
SUBJECT SITE
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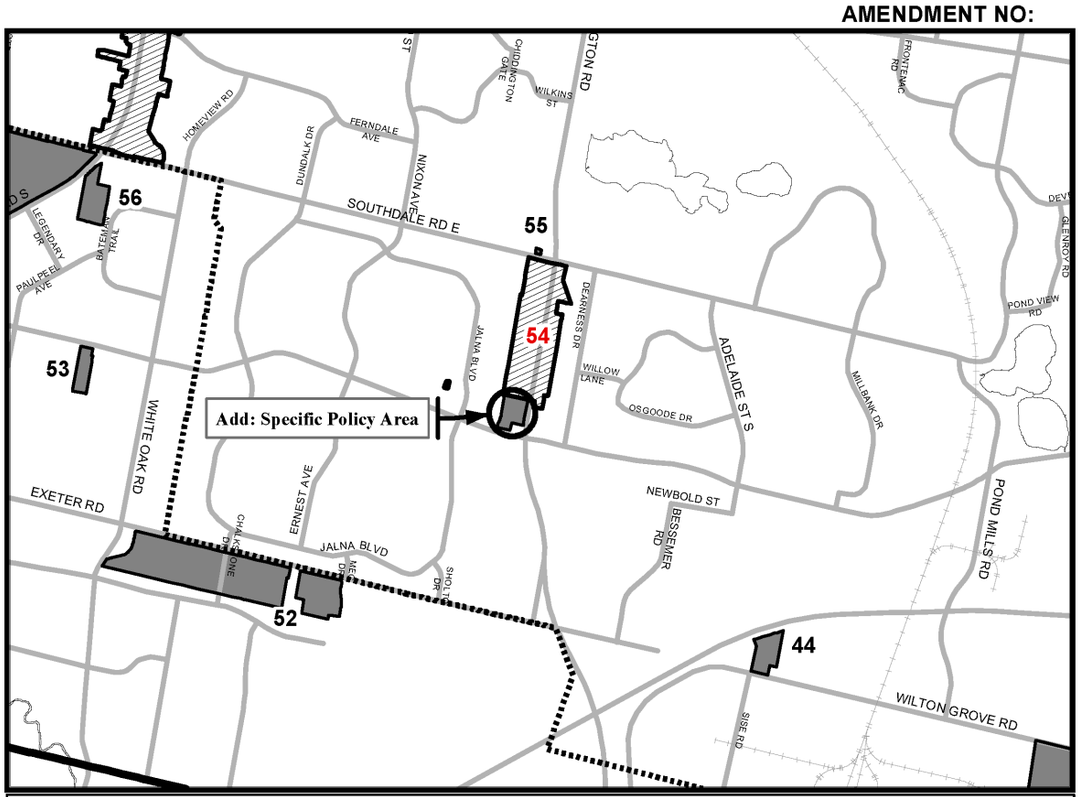
AMENDMENT NO:



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:	O-9263 & Z-9264
PLANNER:	SW
TECHNICIAN:	RC
DATE:	6/27/2022

Document Path: E:\Planning\Projects\p_officialplan\workconsol00\amendments_LondonPlan\O-9263\O-9263_AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

Bill No. 343
2022

By-law No. L.S.P.-_____

A by-law to designate 6092 Pack Road to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 6092 Pack Road has been duly published and served and no notice of objection to such designation has been received;

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

1. The real property at 6092 Pack Road, more particularly described in Schedule “A” attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule “B” attached hereto.

2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.

3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.

4. This by-law shall come into force and be deemed to come into force in accordance with Section 29(12) and 29(18) of the *Ontario Heritage Act, R.S.O. 1990*.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

SCHEDULE "A"
To By-law No. L.S.P.-_____

Legal Description
PART LOT 76 ETR WESTMINSTER, PART 1 33R-19090

SCHEDULE "B"
To By-law No. L.S.P.-_____

Statement for Designation

Description of Property

The property at 6092 Pack Road is located in the City of London on the north side of Pack Road, approximately 280 metres west of the intersection of Bostwick Road and Pack Road. Historically, the property is part of the South Half of Lot 76, in the former Westminster Township. The property contains a house, spruce windbreak, pool with cabana, outbuilding, storage container and barn ruins. The house at 6092 Pack Road was likely built between 1900-1910 and is a two-and-a-half-storey, buff brick vernacular farmhouse exhibiting Queen Anne design elements.

Statement of Cultural Heritage Value or Interest

The property at 6092 Pack Road is of significant cultural heritage value or interest because of its physical or design values and its historical or associative values.

The house at 6092 Pack Road has design value as a representative example of an early 20th century Ontario vernacular farmhouse with the use with Queen Anne design elements that were popular in the late 19th and early 20th-centuries. Vernacular elements include the use of buff brick and rusticated concrete block for the foundation and porch surround. Design elements specific to the Queen Anne style found on the farmhouse include: a 2 ½ -story structure with compound plan, hip roof, front facing gable, wrap around porch, and use of details such as voussoirs, bargeboard, fish scale shingling, stained-glass, and unique shaped window openings (i.e. oval shaped window near main entrance).

The property at 6092 Pack Road is directly associated with the Dale family and was occupied by members of the Dale family from 1842 until at least the early 1970s. The Dale family in the former Westminster Township traces its origins to Jacob Dale, an early settler to Westminster Township originally from Pennsylvania. Dale and decedents became extensive landholders in Westminster Township, particularly around the intersection of present-day Southdale Road and Wharncliffe Road. The Dale family, through their extensive landholdings have made a notable contribution to the pattern of settlement of the former Westminster Township. This area is still referred to as Glendale in recognition of the family.

Heritage Attributes

Heritage attributes which support and contribute to the cultural heritage value or interest of this property include:

- Representative example of an early 20th century Ontario vernacular farmhouse with Queen Anne design elements, including:
  - Two- and one-half storey structure with compound plan
  - Hip roof with brick chimney and gable dormer containing bargeboard and fish scales
  - Buff brick exterior
  - Segmental arch window openings with buff brick voussoirs and concrete sills
  - Stained glass transoms located above main entrance and first storey windows on the south and east elevations
  - Wrap around rusticated concrete block porch with classically inspired wood columns
  - Oval shaped stained-glass window on east elevation
  - Rusticated concrete block foundation

The contemporary garage and entrance addition at the rear, north elevation are not considered to be heritage attributes.

The outbuildings at the north, rear of portion of the property (including a metal shed, barn, and storage container) are not considered to be heritage attributes.

Bill No. 344
2022

By-law No. L.S.P.-_____

A by-law to designate 197 Ann Street to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 197 Ann Street has been duly published and served;

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

1. The real property at 197 Ann Street, more particularly described in Schedule “A” attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule “B” attached hereto.

2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.

3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.

4. This by-law shall come into force and be deemed to come into force in accordance with Section 29(12) and 29(18) of the *Ontario Heritage Act, R.S.O. 1990*.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

SCHEDULE "A"
To By-law No. L.S.P.-_____

Legal Description
LOTS 4, 5, 6 & 7 AND PART LOT 3, SOUTH SIDE ANN STREET PLAN 183(W) DESIGNATED AS PART 1, PLAN 33R-20622

SCHEDULE "B"
To By-law No. L.S.P.-_____

Statement for Designation

Description of Property
The municipal address at 197 Ann Street is located in the North Talbot area of the City of London, on a consolidated parcel comprising multiple municipal addresses located, at the southeast intersection of Ann and St. George Streets.

197 Ann Street (known as the former Kent Brewery c. 1859-1881) is located on Lot 4 and Part Lot 3 of the consolidated parcel. The brewery complex consists of 4 building parts, built at different periods and continuously adapted over time.

- 2-storey brick building (primary building) – comprising some form of the original brewery with early modifications; 9m x 13m approx. with the short end fronting Ann Street.
- 1-storey brick building (old wash house) – located to the west of the primary building, c.1890s; 9.88m x 20.45m approx. with short end fronting Ann Street
- 1-storey brick and clad building (south extension) – located to the rear of the primary building exhibiting considerable external and internal modifications made during expansion years of the brewery; 9.49m x 21.65m approx. extending south from the primary building to the contemporary addition
- cinder block building with vinyl siding (contemporary garage) – added in the late 20th century for automotive services; 10m x 11m approx. at the south end of the south extension

Statement of Cultural Heritage Value or Interest
The former Kent Brewery, at 197 Ann Street, is of cultural heritage value or interest because of its physical or design values, historical or associative values, and contextual values.

Physical or Design Value
The former Kent Brewery at 197 Ann Street is one of the oldest existing brewery buildings in Canada. It is an early example in the City of London (and province) of an industrial building typology and a rare example of a physically intact brewery from the mid-late-19th century. It is also a rare example of an early brewery site where the brewery building remains, and the brewer's house is also intact.

The brewery complex is representative of a mid-late 19th century vernacular, industrial commercial 'typology'. Parts of the building complex are visually discernable from the exterior, and include a primary building, old wash house, south extension, and a contemporary garage. The 2-storey 'primary building' is a simple, rectangular brick veneer building, of local buff brick, with a flat roof. The façade is relatively unadorned except for corbelled brick detailing expressed in the parapet. Many window and door openings are topped with brick voussoirs. There are several brick rounded 'Florentine' arches in the basement. The 1-storey 'old wash house' is a simple, rectangular building with a buff brick exterior. It has a similarly unadorned façade, with a flat roof sloping from the front to the rear.

Much of what is currently recognized as the former Kent Brewery is exhibited in the original primary building as well as the old wash house. Their overall profile, massing, and scale, and modest detailing appears as they did in the at the peak of the brewery's business c1905. Collectively, both buildings retain an authentic utilitarian expression of a functioning mid-late-19th- century brewery.

Historical or Associative Values
The Kent Brewery is one of the first breweries in London, and the third most significant historic brewery in the city after Carling's and Labatt's. The brewery is associated with the Hamilton brewing family, notably John Hamilton (who ran the brewery from 1861–1887), and his son, Joseph Hamilton (who ran the brewery from 1887–1917). There are also direct associations of the brewery with the adjacent Brewer's House at 183 Ann Street that was built by Joseph Hamilton around 1893 and occupied by him and his family until 1911. More broadly, the former Kent Brewery is closely tied to the culture and history of the North Talbot area and the Carling's Creek and CPR corridor. It's retention enhances our understanding and yields information on the development of industries and the people who lived and worked in the area during the mid-late-19th-century and early-20th-century.

Contextual Values
Physically and functionally the Kent Brewery is strongly linked to its context specifically to the lots immediately to the west that brewer John Hamilton owned, and brewer Joseph Hamilton built for his family residence at 183 Ann Street. Through the use of local buff brick, the brewery along with the brewer's house at 183 Ann Street and cottage at 179 Ann Street, collectively support the visual character of the area.

The Kent Brewery at 197 Ann Street is tied to the physical development of the surrounding area as a late-19th- and early-20th-century industrial and working-class neighbourhood. Its longevity within the neighbourhood, and the fact that it is the last remaining industrial building in Talbot North that sited to take advantage of Carling's Creek, makes it is one of the defining buildings of the Talbot North neighbourhood.

Finally, the Kent Brewery is significant to the historical context of the area because of its direct associations with the Hamilton Family that owned the brewery, and its links to the culture, history, industries and people of the North Talbot area and the Carling's Creek and CPR corridor and its development during the mid-late-19th-century and early-20th-century.

Heritage Attributes
Heritage attributes which support and contribute to the cultural heritage value or interest of the former Kent Brewery at 197 Ann Street include:

- Form, scale, massing and footprint collectively of the primary building and the old wash house
  - Exterior buff brick throughout
  - Brick voussoirs above principle windows
  - Existing window and door openings on the façade and east elevation of the primary building and façade of the old wash house;
  - Corbelled parapet detail on the primary building facade
  - Interior rounded 'Florentine' arches in the basement

The south extension and contemporary garage are not considered to be heritage attributes

Bill No. 345
2022

By-law No. L.S.P.-_____

A by-law to designate 183 Ann Street to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 183 Ann Street has been duly published and served;

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

1. The real property at 183 Ann Street, more particularly described in Schedule “A” attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule “B” attached hereto.

2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.

3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.

4. This by-law shall come into force and be deemed to come into force in accordance with Section 29(12) and 29(18) of the *Ontario Heritage Act, R.S.O. 1990*.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

SCHEDULE "A"
To By-law No. L.S.P.-_____

Legal Description
LOTS 4, 5, 6 & 7 AND PART LOT 3, SOUTH SIDE ANN STREET PLAN 183(W) DESIGNATED AS PART 1, PLAN 33R-20622

SCHEDULE "B"
To By-law No. L.S.P.-_____

Statement for Designation

Description of Property
The municipal address at 183 Ann Street is located in the North Talbot area of the City of London, on a consolidated parcel comprising multiple municipal addresses located, at the southeast intersection of Ann and St. George Streets. The two-and-a-half-storey brick residence is located on Lot 5 of the consolidated parcel.

Statement of Cultural Heritage Value or Interest
The Brewer's House at 183 Ann Street, is of cultural heritage value or interest because of its physical or design values, historical or associative values, and contextual values.

Physical or Design Value
The Brewer's House at 183 Ann Street (c.1893) was built by Joseph Hamilton the brewmaster at the adjacent Kent Brewery from 1887-1916. It is a rare example of a house linked to an extant brewery where the adjacent brewer's house is also intact.

The house is a representative example of a late-19th-century residence with Queen Anne style influences. The form of the house comprises an intersecting hipped roof, and a front gable end which has horizontal siding and dentilled millwork detailing. The gable ends exhibit original bargeboard wood shingling outlined with moulded vergeboards, supported by wooden end brackets and a modillion course beneath. There is a small square gable window under the eaves with a pilaster. The double front doors have a carved wood inset with two arched windows, a stained-glass transom, and are covered by a shallow overhang. Windows openings on all visible elevations have brick voussoirs. On the west elevation is a bay window with stone lug sills. The bay is topped by a flat roof and the fascia board decoratively supported by small brackets/modillions.

Historical or Associative Values
The Brewer's House at 183 Ann Street has direct associations with the adjacent former Kent Brewery at 197 Ann Street and both John and Joseph Hamilton who operated the brewery from 1861-1916. John Hamilton occupied a frame structure on the property from 1862 until his death in 1887. The present brick residence on the property was built by Joseph Hamilton around 1893. Joseph Hamilton and his family continued to occupy the house until 1911. The residence functioned as the brewer's house for the brewery. The size and scale of the house shows the increased prosperity the Kent Brewery attained under Joseph Hamilton's leadership after John Hamilton's death in 1887. Between c1886 and 1916, the Kent Brewery was one of only three breweries in London, third to Labatt and Carling. Today, the former Kent Brewery (c. 1859-1881) may be one of the oldest existing brewery buildings (c.1859-1881), second only to Alexander Keith's Brewery in Halifax whose current ironstone brewery building was built in 1837.

Through its direct associations with the Kent Brewery at 197 Ann Street, the Brewer's House at 183 Ann Street contributes to an understanding of the significant brewing history in London-Middlesex. It is also linked to the culture and history of the North Talbot area and the Carling's Creek and CPR corridor standing as visible remains of the development of industries and the people who lived and worked in the area during the mid-late-19th-century and early-20th-century.

Contextual Values
The Brewer's House at 183 Ann Street is linked to the physical development of the surrounding area as a late-19th- and early-20th-century industrial and working-class neighbourhood. 183 Ann Street is characteristic of the variations in housing along Ann

Street and in the near vicinity, reflecting the diversity of people who lived in the area and worked in the major industries around Carling's Creek. Through its materiality (i.e. buff brick exterior) and early Hamilton Family ownership, the built resource at 183 Ann Street, along with the former Kent Brewery at 197 Ann Street and house at 179 Ann Street, all support the visual character of the area.

The Brewer's House at 183 Ann Street demonstrates: a) a visual link to its surroundings (specifically 197 and 179 Ann Street) through its common use of buff brick on the exteriors; b) a strong physical and functional relationship to its surroundings as the brewer's house located adjacent for the former Kent Brewery; and, c) a significant historical link to its surroundings through its direct associations with the former Kent Brewery and the Hamilton Family that owned the brewery, as well as its links to the culture, history, industries and people of the North Talbot area and the Carling's Creek and CPR corridor and to development during the mid-late-19th-century and early-20th-century.

Heritage Attributes
Heritage attributes which support and contribute to the cultural heritage value or interest of the Brewer's House at 183 Ann Street include:

- Form, scale, and massing of the two-and-a-half storey Queen Anne Revival styled house
- Exterior buff brick throughout
- Two chimneys constructed of buff brick
- Shallow gabled roof profile with cross gable and two gable ends
- Brackets below roof at the principal corners
- Original bargeboard wood shingling on front and east facing gable, outlined with moulded vergeboards
- Front and east facing gables supported by wooden end brackets and a modillion course beneath
- Brick voussoirs above principle windows
- Small square window under the eaves of east facing gable including pilasters on each side of the frame detail border of small square panes
- Bay window on the west elevation topped by a flat roof and fascia board decoratively supported by small brackets/modillions
- Carved details of the original double-leafed door the principal doorway on the front façade including arched glass windows in the doors and dentil-moulded architrave above
- Rectangular stained-glass transom with coloured glass in two rectangular patterns and a diamond pattern in the centre

The detached wooden shed structure at the rear of the lot is not considered to be a heritage attribute**.**

Bill No. 346
2022

By-law No. PS-114-22_____

A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

AND WHEREAS subsection 5(3) of the Municipal Act, 2001, as amended, provides that a municipal power shall be exercised by by-law;

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

1. <u>PS-114 Traffic and Parking Bylaw</u>
Part 5 of the PS-114 By-law is hereby amended by **deleting** the following:

PART 5 – ON-STREET PARKING FOR THE DISABLED

Parking Space for Disabled Persons (Schedule 33)

76. Notwithstanding the provisions of this or any other by-law, no person shall park, stand, stop or leave a motor vehicle in any designated on-street parking space where official “Disabled Parking Permit” signs are erected and on display,

(a) that is operated by or carries a disabled person, and

(b) that is identified by a current original identifying marker; and

(c) that is parked entirely within a designated parking space.

Part 5 of the PS-114 By-law is hereby amended by **adding** the following:

PART 5 – ON-STREET PARKING FOR THE DISABLED

Parking Space for Disabled Persons (Schedule 33)

76. Notwithstanding the provisions of this or any other by-law, no person shall park, stand, stop or leave a motor vehicle in any designated on-street parking space where official “Disabled Parking Permit” signs are erected and on display except a motor vehicle,

(a) that is operated by or carries a disabled person, and

(b) that is identified by a current original identifying marker; and

(c) that is parked entirely within a designated parking space except motor vehicles.

2. <u>No Stopping</u>
Schedule 3 (No Stopping) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2- Side	3-From	4-To	5-Period
Dulaney Drive	East	Ferndale Avenue	A point 45 m south of Clifton Street	Anytime

Schedule 3 (No Stopping) of the PS-114 By-law is hereby amended by **adding** the following row:

1-Street	2- Side	3-From	4-To	5-Period
Dulaney Drive	East	Ferndale Avenue	A point 95 m south of Ferndale Avenue	Anytime

3. <u>No Parking</u>
Schedule 4 (No Parking) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Street	2- Side	3-From	4-To	5-Period
Dulaney Drive	East	A point 95 m south of Ferndale Avenue	A point 118 m south of Ferndale Avenue	Anytime
Crumlin Sideroad	East & West	A point 453 m south of Gore Road	A point 420 m south of Gore Road	Anytime

4. <u>Limited Parking</u>
Schedule 8 (Limited Parking) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2- Side	3-Area	4-Time	5-Period
Covent Market Place	West	a point 31 m north of King Street to a point 20 m north of said street		2 Hours
Covent Market Place	West	a point 49 m north of King Street to a point 31 m north of said street		20 minutes

5. <u>School Bus Loading Zones</u>
Schedule 21 (School Bus Loading Zones) of the PS-114 By-law is hereby amended by **deleting** the following row:

1-Street	2- Side	3-From	4-To
Dulaney Drive	East	Clifton Crescent	45 m southerly

Schedule 21 (School Bus Loading Zones) of the PS-114 By-law is hereby amended by **adding** the following row:

1-Street	2- Side	3-From	4-To
Dulaney Drive	East	A point 78 m south of Ferndale Avenue	A point 101 m south of Ferndale Avenue

6. <u>Rate of Speed</u>

Schedule 24 (Rate of Speed) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2- From	3-To	4-Maximum Rate of Speed
Dingman Drive	A point 300 m west of Wellington Road S	A point 300 m east of Avenue Road	60 km/h
Hamilton Road	Commissioners Road E	East City limit	80 km/h
Highbury Avenue N	Hamilton Road	Power Street	60 km/h
Highbury Avenue N	Power Street	Thames River (south branch)	100 km/h
Quarrier Road	Meadowlands Way	Quarrier Road	40 km/h

Schedule 24 (Rate of Speed) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Street	2- From	3-To	4-Maximum Rate of Speed
Avenue Road	South limit of Avenue Road	Dingman Drive	40 km/h
Dingman Drive	A point 300 m west of Wellington Road S	Castleton Road	60 km/h
Highbury Avenue N	Thames River (south branch) (northbound)	A point 173 m south of Hamilton Road (northbound)	80 km/h
Highbury Avenue N	A point 173 m south of Hamilton Road (northbound)	Hamilton Road (northbound)	60 km/h
Highbury Avenue N	Hamilton Road (southbound)	Power Street (southbound)	60 km/h
Highbury Avenue N	Power Street (southbound)	Thames River (south branch) (southbound)	100 km/h
Jenedere Court	West limit of Jenedere Court	Avenue Road	40 km/h
McMaster Drive	Farnham Road	A point 150 m east of Brixham Road	40 km/h
Quarrier Road	Meadowlands Way	Pelkey Road	40 km/h

7. <u>Area Speed Limits</u>
Schedule 25 (Area Speed Limits) of the By-law PS-114 is hereby amended by **adding** the following rows:

1-Area Limit	2-Maximum Rate of Speed
Wonderland Road N - Oxford Street W - Wharncliffe Road N - Riverside Drive	40 km/h
Wellington Road - Thames River - Adelaide Street N - Hamilton Road - Highbury Avenue N - Highbury Avenue S - Commissioners Road E except Adelaide Street S from Commissioners Road E to Thames River 50 km/h	40 km/h
Adelaide Street N – Thames River – Highbury Avenue N – Huron Street	40 km/h

8. <u>Community Safety Zones</u>
Schedule 26 (Community Safety Zones) of the By-law PS-114 is herby amended by **adding** the following rows:

1-Street	2-From	3-To
Cheapside Street	Maitland Street	William Street
McMaster Drive	Farnham Road	A point 150 m east of Brixham Road

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on September 6, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

Bill No. 347
2022

By-law No. Z.-1-22

A bylaw to amend By-law No. Z.-1 to rezone lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road.

WHEREAS MHBC Planning (Scott Allen) has applied to rezone lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Section Number 5.4 c) of the Residential R1 Zone is amended by amending the following Special Provision to read as follows:

R1-3(23) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling (Minimum) 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum) 3 metres (9.8 feet)
(Maximum) 6 metres (19.7 feet)

iii) Front Yard Setback, Garages (Minimum) 6 metres (19.7 feet)

iv) Interior Side Yard (Minimum) 1.2 metres (3.9 feet)

v) Lot Coverage (Maximum) 45%

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

2) Section Number 5.4 d) of the Residential R1 Zone is amended by amending the following Special Provision to read as follows:

R1-4(36) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling (Minimum) 3 metres (9.8 feet)

ii) Front Yard Setback, Garages (Minimum) 6 metres (19.7 feet)

iii) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

3) Section Number 6.4 a) of the Residential R2 Zone is amended by amending the following Special Provision to read as follows:

R2-1(17) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling
(Minimum) 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum) 3 metres (9.8 feet)
(Maximum) 6 metres (19.7 feet)

iii) Front Yard Setback, Garages
(Minimum) 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum) 1.2 metres (3.9 feet)

v) Lot Coverage 45%
(Maximum)

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

4) Section Number 6.4 c) of the Residential R2 Zone is amended by amending the following Special Provision to read as follows:

R2-3(5) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Main Dwelling
(Minimum) 3 metres (9.8 feet)

ii) Front Yard Setback, Main Dwelling for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum) 3 metres (9.8 feet)
(Maximum) 6 metres (19.7 feet)

iii) Front Yard Setback, Garages
(Minimum) 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum) 1.2 metres (3.9 feet)

v) Lot Coverage 45%
(Maximum)

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

5) Section Number 8.4 of the Residential R4 Zone is amended by amending the following Special Provision to read as follows:

R4-6(12) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Lot Frontage
(Minimum) 7.0 metres (23.0 feet)

ii) Front Yard Setback, Dwelling(s)
(Minimum) 3 metres (9.8 feet)

iii) Front Yard Setback, Dwelling(s) for lots fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum) 3 metres (9.8 feet)
(Maximum) 6 metres (19.7 feet)

iv) Front Yard Depth, Garages
(Minimum) 6 metres (19.7 feet)

v) Interior Side Yard
(Minimum) 1.2 metres (3.9 feet)

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

vii) Driveway widths are limited to 3.5m (11.5 feet) per lot.

6) Section Number 10.4 e) of the Residential R6 Zone is amended by amending the following Special Provision to read as follows:

R6-5(62) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Dwelling(s)
(Minimum) 3 metres (9.8 feet)

ii) Front Yard Setback, Dwelling(s) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum) 3 metres (9.8 feet)
(Maximum) 6 metres (19.7 feet)

iii) Front Yard Depth, Garages
(Minimum) 6 metres (19.7 feet)

iv) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

v) Density
(Minimum) 30 units per hectare

7) Section Number 10.4 e) of the Residential R6 Zone is amended by amending the following Special Provision to read as follows:

R6-5(65) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback, Dwelling(s)
(Minimum) 3 metres (9.8 feet)

ii) Front Yard Setback, Dwelling(s) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum) 3 metres (9.8 feet)
(Maximum) 6 metres (19.7 feet)

iii) Front Yard Depth, Garages
(Minimum) 6 metres (19.7 feet)

iv) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

v) Density
(Minimum) 30 units per hectare
(Maximum) 75 units per hectare

vi) Provide built form along the OS1 Zone and orient the buildings to the open space by including individual unit doors or a main building entrance facing the open space.

8) Section Number 12.4 of the Residential R8 Zone is amended by amending the following Special Provision to read as follows:

R8-4(50) 3700 Colonel Talbot Road and 3645 Bostwick Road

a) Regulations:

i) Front Yard Setback (Dwelling or Building)
(Minimum) 3 metres (9.8 feet)

ii) Front Yard Setback (Dwelling or Building) fronting on Neighbourhood Connectors (Royal Magnolia Avenue and Campbell Street North)
(Minimum) 3 metres (9.8 feet)
(Maximum) 6 metres (19.7 feet)

iii) Front Yard Depth, Garages
(Minimum) 6 metres (19.7 feet)

iv) Interior Side Yard
(Minimum) 1.2 metres (3.9 feet)

v) Density
(Minimum) 30 units per hectare
(Maximum) 75 units per hectare

vi) Garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, **whichever is closer to the front lot line,** and shall not occupy more than 50% of lot frontage.

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.

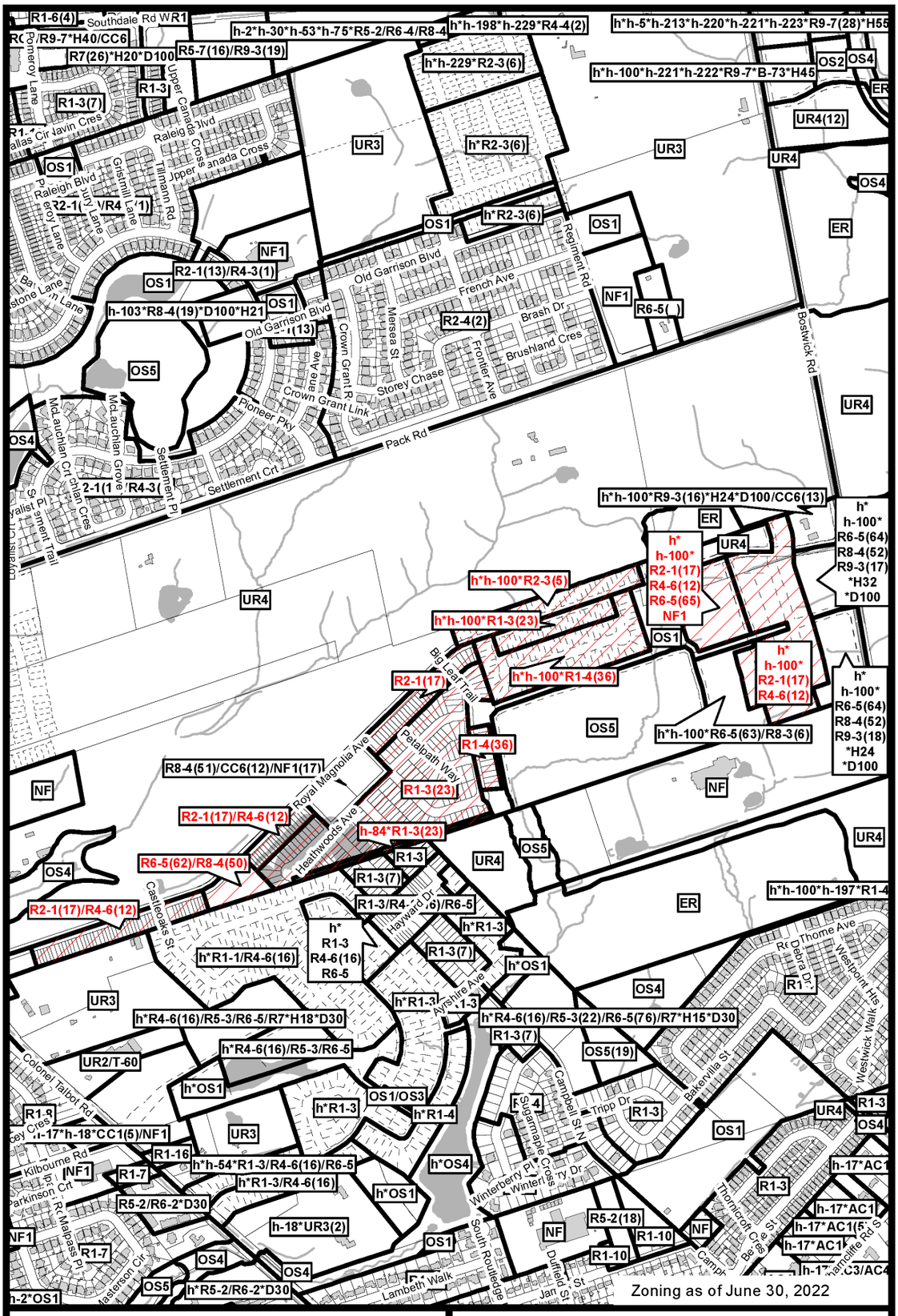
PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9521

Planner: LM

Date Prepared: 2022/07/29

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:10,000

0 50 100 200 300 400 Meters

Bill No. 348
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 767 Fanshawe Park Road East.

WHEREAS Phuc Minh Tran has applied to rezone an area of land located at 767 Fanshawe Park 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 the lands located at 767 Fanshawe Park Road East, as shown on the attached map comprising part of Key Map No.(A103), from a Residential R1 (R1-7) Zone **TO** a Residential R5 Special Provision (R5-7(_)) Zone.

2) Section Number 9.4 of the Residential (R5-7) Zone is amended by adding the following Special Provision:

) R5-7(_) 767 Fanshawe Park Road East

a) Regulations

i)	Front Yard Setback (Minimum)	3.8 metres (12.46 feet)
ii)	Setback of Balcony Projection to Lot Line (Minimum)	3.25 metres (10.66 feet)
iii)	East Interior Yard Setback (Minimum)	3.3 metres (10.82 feet)
iv)	Maximum density of 64 units per hectare (Maximum)	64 Units per hectare (uph)

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.

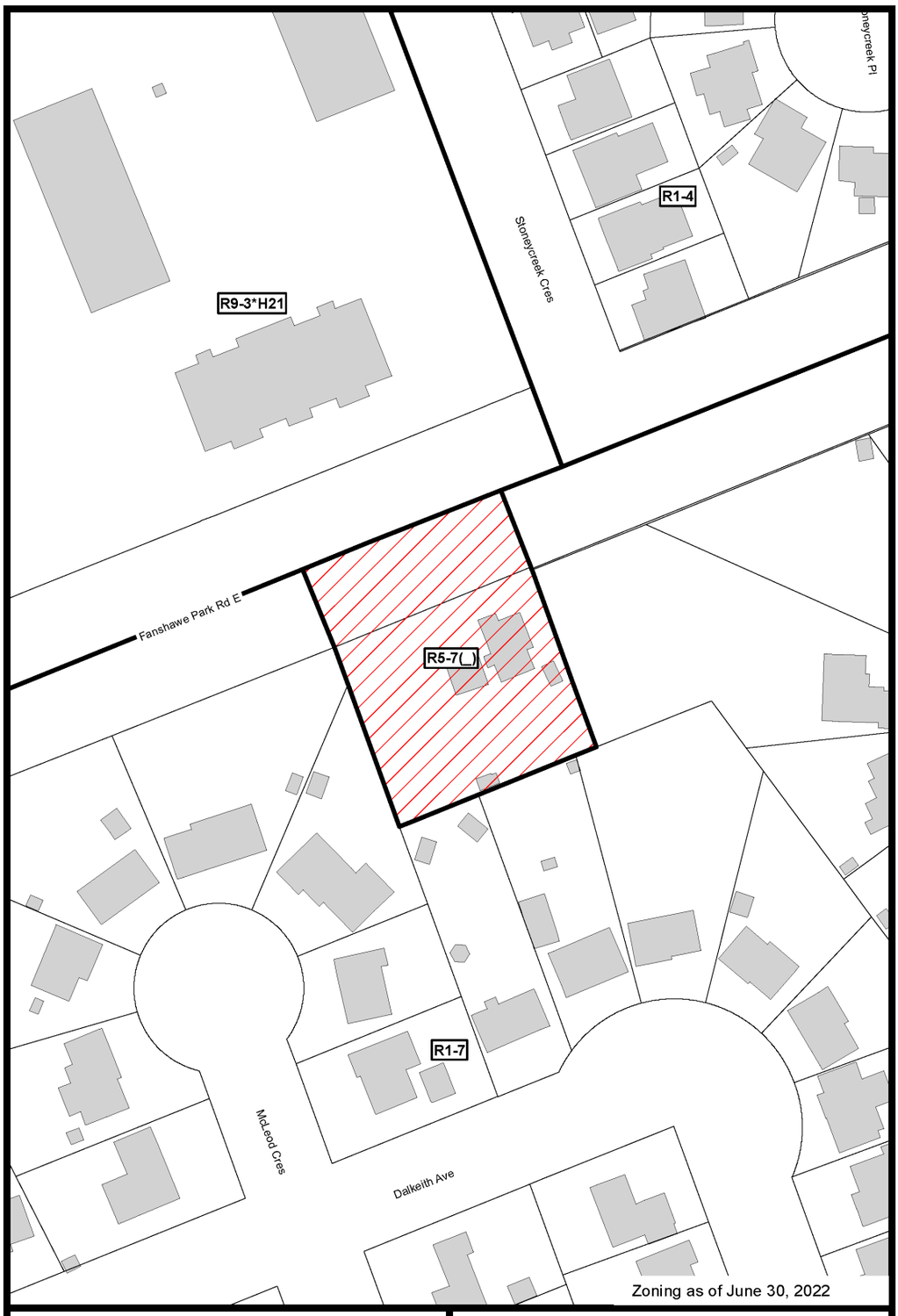
PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9499

Planner: OA

Date Prepared: 2022/07/26

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:1,000

0 5 10 20 30 40 Meters

Geodatabase

Bill No. 349
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located 4519, 4535 & 4557 Colonel Talbot Road.

WHEREAS Farhi Holdings Corporation has applied to rezone an area of land located on a portion of 4519, 4535 & 4557 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

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 on a portion of 4519, 4535 & 4557 Colonel Talbot Road, as shown on the attached map comprising part of Key Map No. A114, from an Arterial Commercial (AC) Zone, a Residential R1 (R1-11) Zone and a holding Residential R1 (h-4*R1-11) Zone, a Residential R6-5 Special Provision (R6-5(_)) Zone, Residential R8-4 Special Provision (R8-4(_)) Zone, a holding Residential R6-5 Special Provision (h-__*R6-5(_)) Zone, a holding Residential R8-4 Special Provision (h-__*R8-4(_)) Zone and an Open Space (OS5) Zone;

2) Section Number 10.4 of the Residential R6 (R6-5) Zone is amended by adding the following Special Provision:

R6-5(_) 4519, 4535 and 4557 Colonel Talbot Road

a) Regulations

i) Rear Yard Depth (Minimum) — 2.5 metres
Only applies to the northwest corner

ii) Interior Side Yard Depth (Minimum) — 2.5 metres
Only applies to the Northwest corner

3) Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:

R8-4(_) 4519, 4535 and 4557 Colonel Talbot Road

b) Permitted Uses:

Stacked Townhouses

c) Regulations

i) Density (Maximum) — 83 units per hectare

ii) Driveways in the southeast corner (Minimum) — 0.5metres

3) Section Number 3.8 of the Holding "h" Zones is amended by adding the following Holding Provision:

h-__ 4519, 4535, 4557 Colonel Talbot Road

Purpose: To ensure that all issues regarding hydrogeology, erosion setback maintenance, erosion structural, geotechinical setbacks and all matters relating to slope stability will be dealt with through the site plan approval process to the satisfaction of the City of London and the Upper Thames Conservation Authority (UTRCA) prior to the removal of the "h-__" symbol.

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.

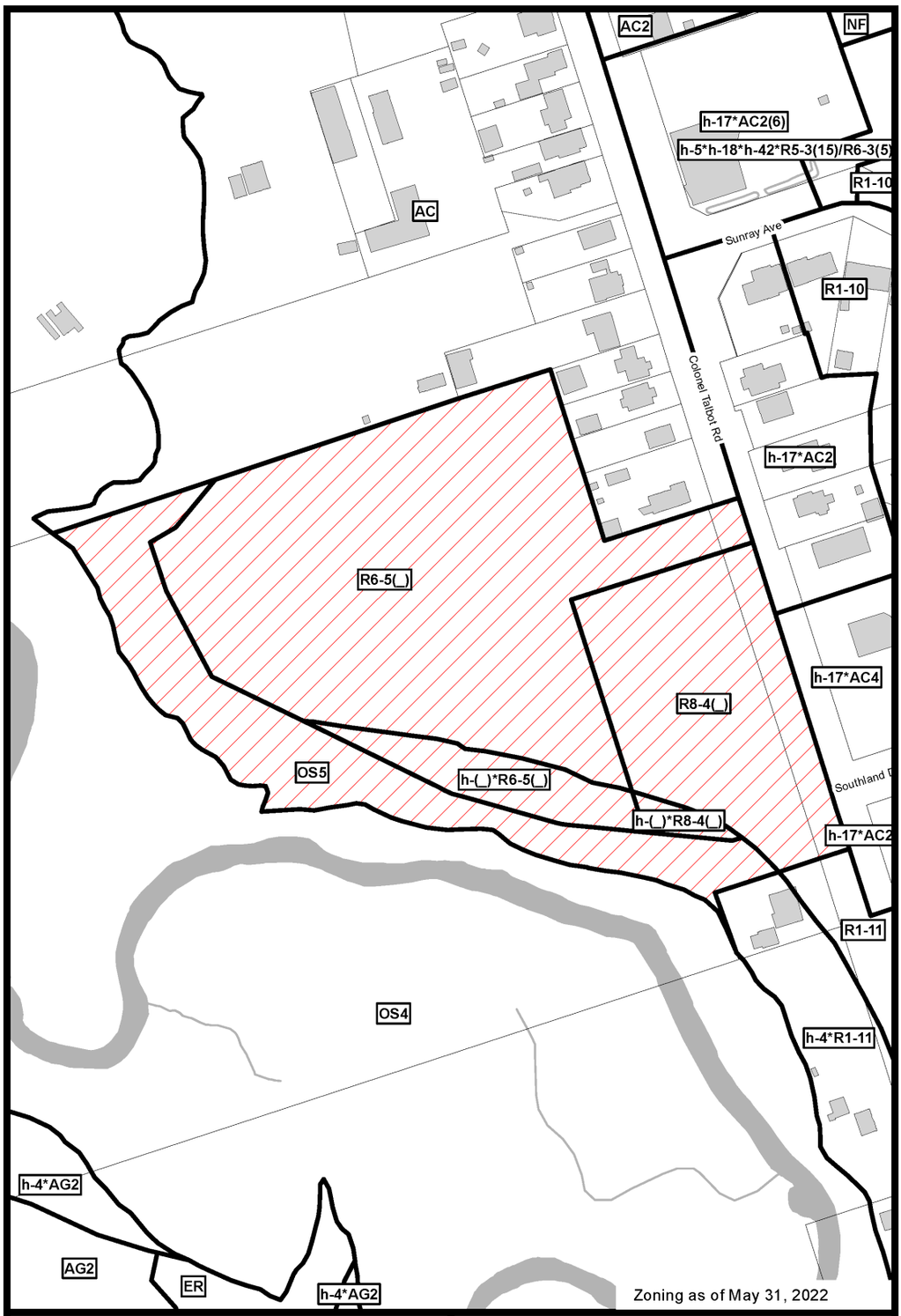
PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9433

Planner: AR

Date Prepared: 2022/07/22

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:2,000

0 10 20 40 60 80 Meters

Geodatabase

Bill No. 350
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 Beaverbrook Avenue.

WHEREAS 604 Beaverbrook Developments Inc. has applied to rezone an area of land located at 604 Beaverbrook Avenue, 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 London 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 604 Beaverbrook Avenue, as shown on the attached map comprising part of Key Map No. A101, from an Urban Reserve (UR1) Zone to a Holding Residential R6 Bonus (h-18*R6-5*B-__) Zone

2) Section Number 4.3 of the General Provisions in By-law No. Z.-1 is amended by adding the following new Bonus Zone:

B-__ 604 Beaverbrook Avenue

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a stacked townhouse development, with a maximum height of four (4) storeys measuring up to 13 metres, and a maximum density of 92 units per hectare, a minimum interior side yard depth of 4.0m, a minimum front yard setback of 5.3m, a minimum rear yard setback of 4.15m, and a reduced minimum parking requirement of 1.0 spaces per unit, which substantively implements the Site Plan, Renderings, Elevations and Views, attached as Schedule "1" to the amending by-law and provides for the following:

i. Exceptional Building Design

- A contemporary modern design with architectural details including high-quality materials, horizontal and vertical elements, and large windows, which create a design complementary to adjacent development; and
- A front facing façade that establishes a built edge with primary building entrance and a pedestrian friendly public realm.

ii. Provision of Affordable Housing

- A total of two(2) 3-bedroom residential units will be provided for affordable housing; one unit within each block;
- Rents not exceeding 80% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
- The duration of affordability is set at 50 years from the point of initial occupancy;
- The proponent enters into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;
- These conditions to be secured through an agreement registered on title with associated compliance requirements and remedies.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

a) Regulations

i)	Density (Maximum)	92 units per hectare,
ii)	Building Height (Maximum)	4 storeys up to 13 metres (42.6 feet)
iii)	Front Yard Depth (Minimum)	5.3 metres (17.3 feet)
iv)	Rear Side Yard Depth (Minimum)	4.15 metres (13.6 feet)
v)	Interior Side Yard Depth (Minimum)	4.0 metres (13.1 feet)
vi)	Parking Rate (Minimum)	1.0 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.

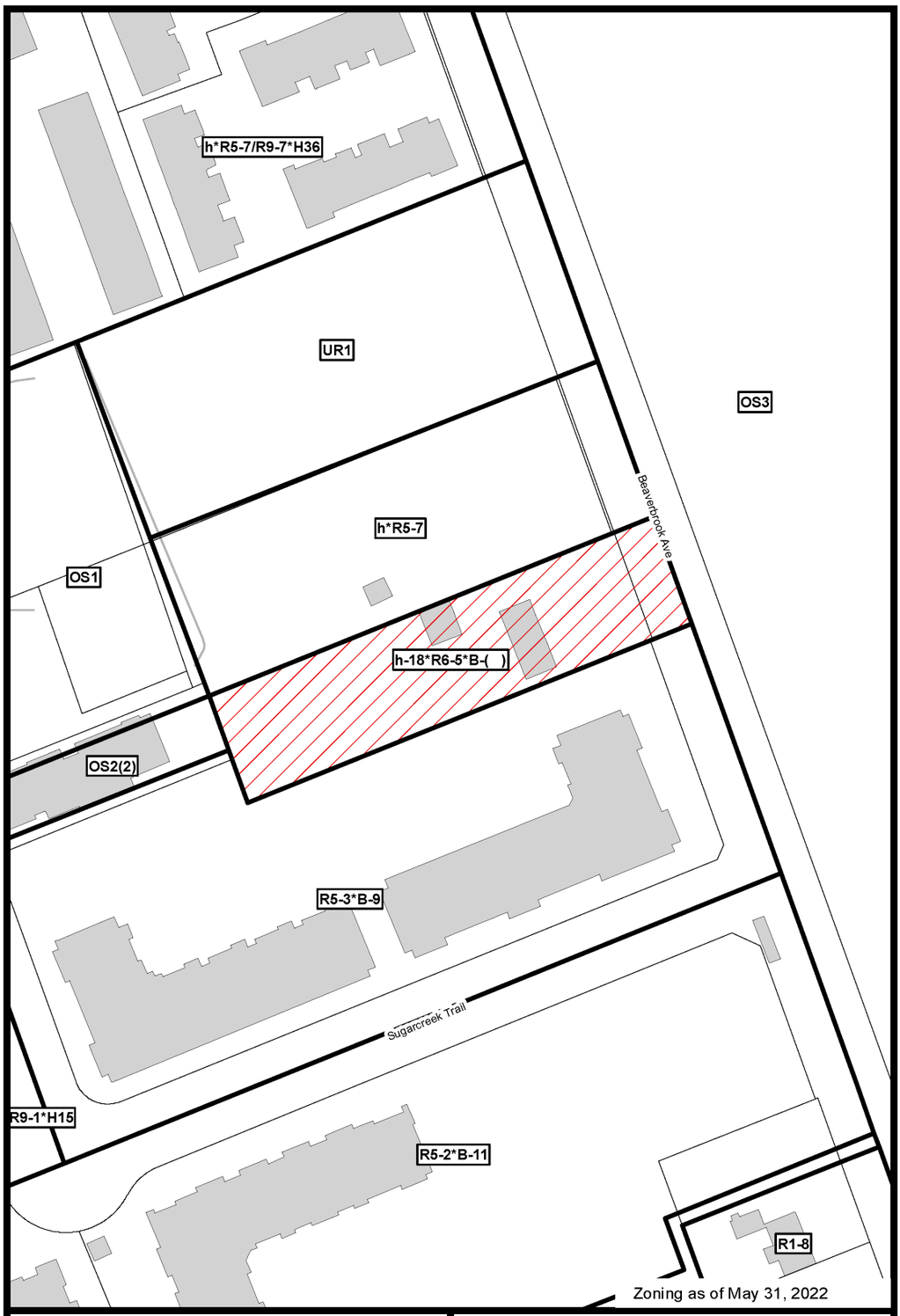
PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-9483

Planner: AR

Date Prepared: 2022/07/13

Technician: rc

By-Law No: Z.-1-

SUBJECT SITE

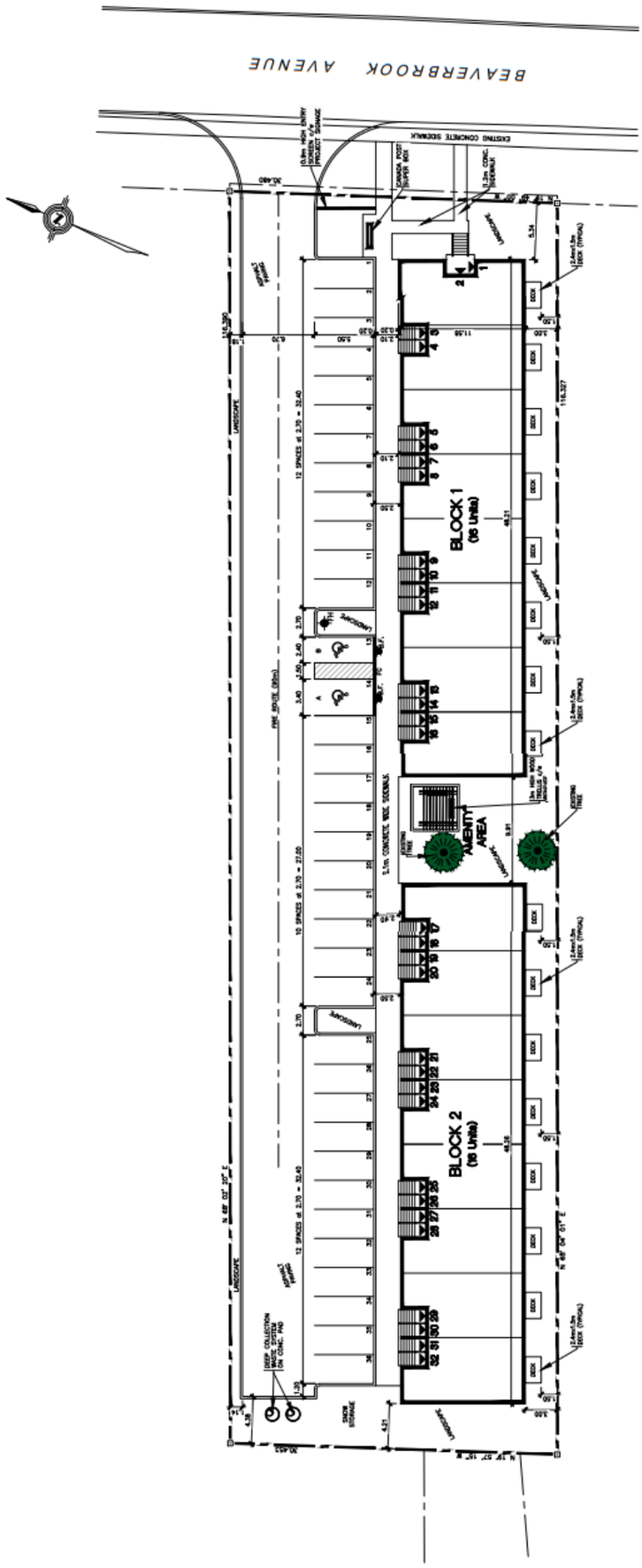
1:1,250

0 5 10 20 30 40 Meters

Geodatabase

Schedule “1”

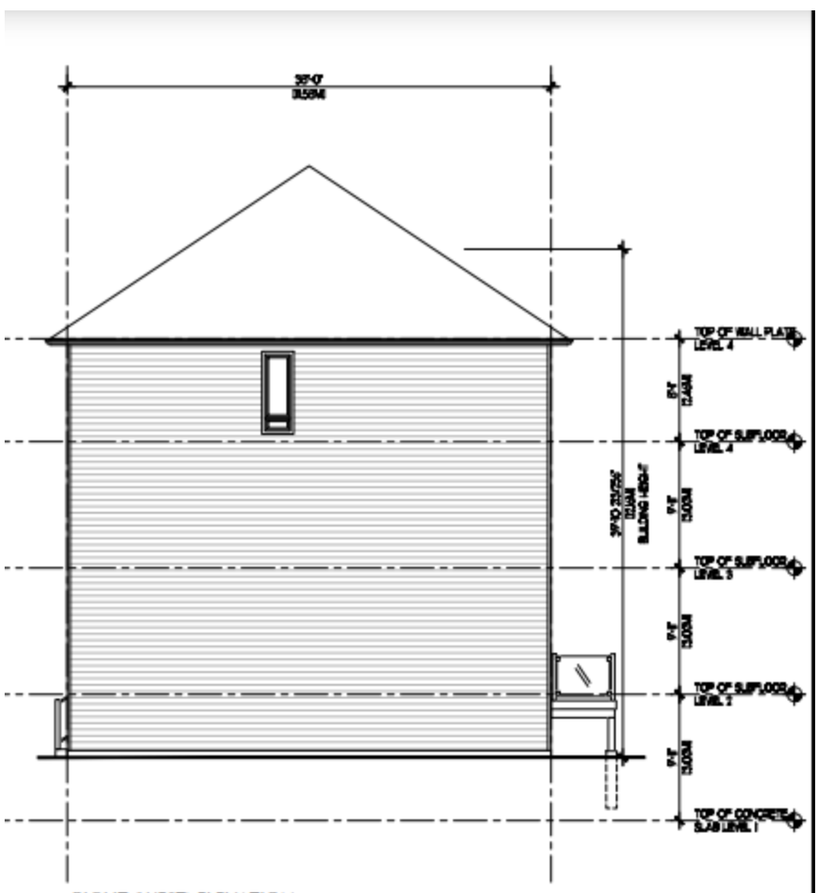
Note: Interior side yard to be changed to 4 metres.



FRONT (NORTH) ELEVATION

REAR (SOUTH) ELEVATION

STREET FACING (EAST) ELEVATION



RIGHT (WEST) ELEVATION

Bill No. 351
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 712 Base Line Road East.

WHEREAS Wellington Gate Inc. (c/o Westdell Development Corp.) has applied to rezone an area of land located at 712 Base Line 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 712 Base Line Road East, as shown on the attached map comprising part of Key Map No. A107, from a Community Shopping Area (CSA3) Zone to a Residential R9 Special Provision Bonus (R9-7(_)*B-__) Zone.

2) Section Number 4.3 4) of the General Provisions is amended by adding the following Special Provision:

B-__ 712 Base Line Road East

The Bonus Zone shall be implemented through one or more agreements to facilitate a development comprised of a mixed-use apartment building with a maximum height of 16 storeys (52.6 metres), and a maximum mixed-use density of 654 units per hectare.

1) Design Standards

The building design and site plan will be bonused for features which serve to support the City's objectives of promoting a high standard of design, to be implemented through a development agreement:

i. Site Layout

a) Provide for additional outdoor amenity areas within the west interior side yard and front yard, which includes transit-oriented amenities such as benches and bike racks close to the principal entrance.
b) Provide direct and convenient access throughout the site for pedestrians from the public sidewalks on Baseline Road East to primary building entrances. Pedestrian circulation should consider desire lines to the intersection of Baseline Road and Wellington Road and to the main transit station.
c) Provide for a front yard setback of 2-4m for more urban streetscape treatment with landscaping and trees (large planter beds with edge curb) along Baseline Road East.
d) Provide a functional forecourt leading to the main entrance of the proposed building.
e) Provide a functional drop off area.

ii. Ground Floor Design and Uses

a) Active building façade should be directed to public streets as a priority. Additional active uses may line the internal streets / drive

aisles and priority should be given to highly visible areas from key entry points.

b) Locate the principal residential building entrance (lobby) on the Baseline Road East-facing elevation.
c) 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.
d) Back of house, service, garage and loading areas are to be accessed from internal streets / drive aisles, incorporated internal to the building as much as possible and screened from view.

iii. Podium Design

a) Parking for high-rise development should be provided mainly underground, or where that is not possible, located in the podium and wrapped with active uses along street frontages. Minimize the exposure of the above ground structured parking along Baseline Road by providing residential units, amenity spaces, and/or providing a treatment which allows for windows and views into the building's interior areas disguising the parking garage.
b) Include a minimum 5 metre step-back at the 4th floor along Base Line Road to enhance the pedestrian-oriented street wall.

iv. Tower Design

a) Design high-rise building (above 8 stories) as slender towers (seek to achieve a maximum floor plate size of up to 1000 square meters within a 1.5:1 length: width ratio) in order to reduce "slab-like" appearance of the tower, reduce shadow impacts, reduce obstruction of sky views and to be less imposing on neighbouring properties and public spaces.
b) Design the tower to include a high degree of fenestration in order to add interest and break-up the massing of the building.
c) Increase the size & scale of proposed windows and use material change, balconies and articulation to break up the facades.
d) Include a high proportion of glazing and modulation such as projections/recesses which use material differentiation in order to break up the consistent vertical plane and massing of the tower.
e) Design and distinguish the top of the buildings (i.e. top 4-5 floors) through an articulated roof form, step-backs, cornices, material change and/or other architectural details and screen/integrate the mechanical and elevator penthouses into an architecture of the building.

2) Provision of Affordable Housing

i. A total of 10% of the lift (12 affordable housing units based on 156 total units) will be provided in the development, representative of the bedroom and unit mix of the overall building;
ii. 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;
iii. The duration of affordability set at 50 years from the point of initial occupancy of the respective building;
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 entered on title with associated compliance requirements and remedies.

The following special regulations apply within the bonus zone:

a) Additional permitted uses, limited to the first floor

i) Animal hospitals
ii) Bake shops
iii) Clinics
iv) Commercial recreation establishments
v) Day care centres
vi) Dry cleaning and laundry depots
vii) Duplicating shops
viii) Financial institutions
ix) Grocery stores
x) Laboratories
xi) Laundromats
xii) Libraries
xiii) Medical/dental offices
xiv) Offices
xv) Personal service establishments
xvi) Private clubs
xvii) Restaurants
xviii) Retail stores
xix) Service and repair establishments
xx) Studios
xxi) Video rental establishments
xxii) Cinemas
xxiii) Brewing on premises establishment
xxiv) Food store
xxv) Convenience store
xxvi) Post office
xxvii) Convenience service establishments
xxviii) Bed and breakfast establishments
xxix) Antique store
xxx) Artisan workshop
xxxi) Craft brewery

b) Regulations

i)	Gross Floor Area of Commercial And Office Uses (Maximum)	547 square metres (5887.9 square feet)
ii)	Height metres (Maximum)	16 storeys or 52.6 (175.6 feet), whichever is less
iii)	Density (Maximum)	654 units per hectare
iv)	Front Yard Depth (Minimum)	1.5 metres (4.9 feet)
v)	Front Yard Depth (Maximum)	4.0 metres (13.1 feet)
vi)	Rear Yard Setback (Minimum)	0.5m (1.6 feet)

vii)	East Interior Side Yard Setback (Minimum)	4.0m (13.1 feet)
viii)	West Interior Side Yard Setback (Minimum)	4.8 m (15.7 feet)
ix)	Parking (Minimum)	134 spaces
x)	Lot Coverage (Maximum)	53%
xi)	Landscaped Open Space (Minimum)	23%
xii)	Parking Area Setback	0.0m (0 feet)

xiii) A drive-through with a 0m setback along the west property boundary

xiv) Notwithstanding clause viii) above, a west interior side yard setback of no closer than 6.8m (22.3 feet) from the edge of the drive-through to the building is required

xv) A landscape buffer of no less than 3.0 metres from the edge of the drive-through within the 6.8m setback between the edge of the drive-through and the building

3) Section Number 13.4 of the Residential R9 (R9-7) Zone is amended by adding the following Special Provision:

) R9-7(_) 712 Base Line Road East

a) Additional permitted uses, limited to the first floor of an apartment building

i) Animal hospitals
ii) Bake shops
iii) Clinics
iv) Commercial recreation establishments
v) Day care centres
vi) Dry cleaning and laundry depots
vii) Duplicating shops
viii) Financial institutions
ix) Grocery stores
x) Laboratories
xi) Laundromats
xii) Libraries
xiii) Medical/dental offices
xiv) Offices
xv) Personal service establishments
xvi) Private clubs
xvii) Restaurants
xviii) Retail stores
xix) Service and repair establishments
xx) Studios
xxi) Video rental establishments
xxii) Cinemas
xxiii) Brewing on premises establishment
xxiv) Food store
xxv) Convenience store
xxvi) Post office

xxvii) Convenience service establishments
xxviii) Bed and breakfast establishments
xxix) Antique store
xxx) Artisan workshop
xxxi) Craft brewery

b) Regulations

i)	Front Yard Depth (Minimum)	1.5 metres (4.9 feet)
ii)	Front Yard Depth (Maximum)	4.0 metres (13.1 feet)
iii)	Height (Maximum)	the lesser of 36.0 metres, or 12 storeys
iv)	Density (Maximum)	150 units per hectare

v) A drive-through with a 0m setback along the west property boundary

vi) A west interior side yard setback of no closer than 6.8m from the edge of the drive-through to the building is required

vii) A landscape buffer of no less than 3.0 metres from the edge of the drive-through within the 6.8m setback between the edge of the drive-through and the building.

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.

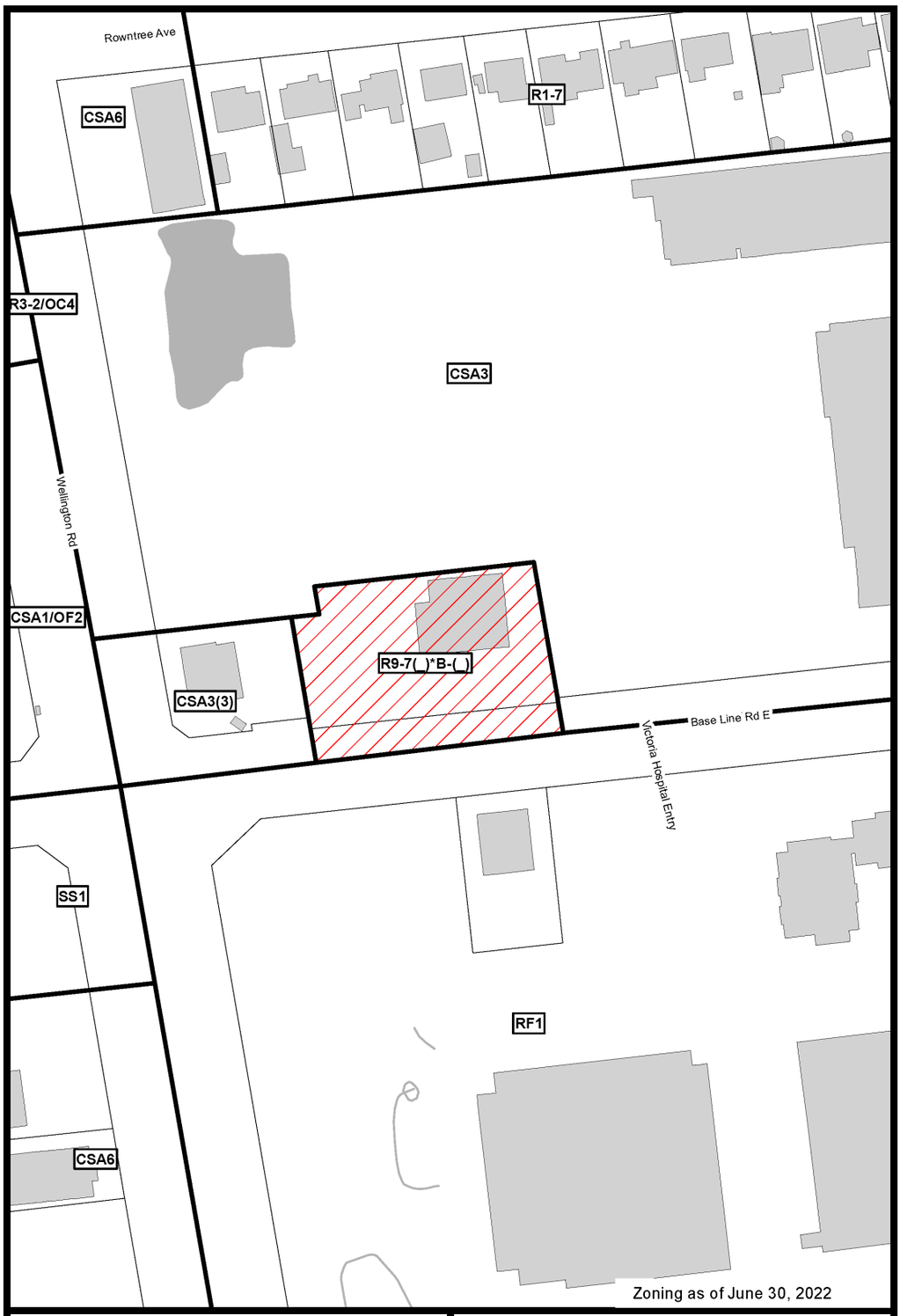
PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9474

Planner: NP

Date Prepared: 2022/08/10

Technician: rc

By-Law No: Z.-1-

SUBJECT SITE

1:1,250

0 5 10 20 30 40 Meters

Geodatabase

Bill No. 352
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 1737 Richmond Street.

WHEREAS Richmond Hyland Inc. c/o Westdell Development Corporation has applied to rezone an area of land located at 1737 Richmond Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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 1737 Richmond Street, as shown on the attached map comprising part of Key Map No. A102, from an Associated Shopping Area Commercial Special Provision (ASA1(5)/ASA2(3)/ASA3(1)) Zone to a Business District Commercial Special Provision Bonus (BDC1(_)*B-__) Zone.

2) Section Number 4.3 4) of the General Provisions is amended by adding the following Special Provision:

B-__ 1737 Richmond Street

The Bonus Zone shall be implemented through one or more agreements to facilitate a high-quality development comprised of a mixed-use apartment building with a maximum height of 22 storeys (80m), and a maximum density of 571 units per hectare, which generally implements the Site Plan, Renderings, Elevations and Views attached as Schedule "1" to the amending by-law, and will also implement the following outstanding design criteria:

1) Additional Building and Site Design Requirements

i) Reduce the high-rise portion (above 8 stories) as a slender tower (maximum floor plate size of up to 1000 square meters within a 1.5:1 length: width ratio) in order to reduce any possible "slab-like" appearance, shadow impacts, obstruction of sky views and to be less imposing on neighbouring properties and public spaces.

ii) Articulate the podium facades particularly on the east and west facades with recesses, projections, balconies and terraces, alternating brick tones, fenestration to provide depth and variation in the built form and to enhance the pedestrian environment and break up the massing.

iii) Reduce the blank wall facades on the west elevation ground level facing North Centre Road. Increase visual interest through the use of increased glazing, public wall art, or additional door access. Provide windows for clear sight lines facing North Centre Road from the section of abutting parking garage where the accessibility parking space is located.

iv) Provide a separate key access door to the bike storage room facing North Centre Rd for improved bicycle accessibility in and out of the building and improved streetscape activity.

v) Connect this separate bike storage entrance to the public sidewalk.

vi) Utilize a decorative or public art wall feature and treatment to address the southwest corner and provide visual interest while

breaking up the podium massing and establishing a sense of place through this unique feature.

2) Provision of Affordable Housing

i) A total of 22 units based on 10% of the “lift” of the number of units beyond 150 units per hectare (based on 297 total units) be dedicated to affordable rental housing in exchange for the granting of increased height and density. The mix of the dedicated affordable rental units should be reflective of the unit mix for the 22-storey apartment building.

ii) The affordable housing units should be evenly distributed throughout the individual buildings to the greatest extent possible.

iii) 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.

iv) The duration of affordability set at 50 years from the point of initial occupancy.

v) The proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations.

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

The following special regulations apply within the bonus zone:

a) Prohibited Uses:

i) Commercial parking lots and commercial parking structures;

ii) Uses with drive-through facilities.

b) Regulations:

i) All permitted commercial/office or community facility uses within the BDC 1 Zone, limited to the first and second floor of an apartment building.

ii)	Height (Maximum)	22 storeys or 80m (315 ft) whichever is less
iii)	Density (Maximum)	571 units per hectare
iv)	Front Yard Depth (Minimum)	1.8 metres (3.3 feet) (floors 1-2) 0 metre setback (floors 3-6) 4.5 metre setback (14.8 feet) (floors 7-22)
v)	Exterior Side Yard Depth (Minimum)	4.0 metres (13.1 feet)
vi)	Lot Coverage (Maximum)	69%
vii)	Landscape Open Space (Minimum)	16%
viii)	Gross floor area for commercial/office (Minimum)	2110 square metres (9816.7 square feet)

ix)	Parking (Minimum)	320 spaces
x)	Balconies on Apartment Building Setback (Minimum)	0 metres

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

BDC1( ) 1737 Richmond Street

a) Prohibited Uses:

i) Commercial parking lots and commercial parking structures;

ii) Uses with drive-through facilities.

b) Regulations:

i) All permitted commercial/office or community facility uses within the BDC1 Zone, limited to the first and second floor of an apartment building.

ii)	Front Yard Depth (Minimum)	1.0 metres (3.3 feet)
iii)	Height (Maximum)	the lesser of 45.0 metres, or 15 storeys
iv)	Density (Maximum)	150 units per hectare

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.

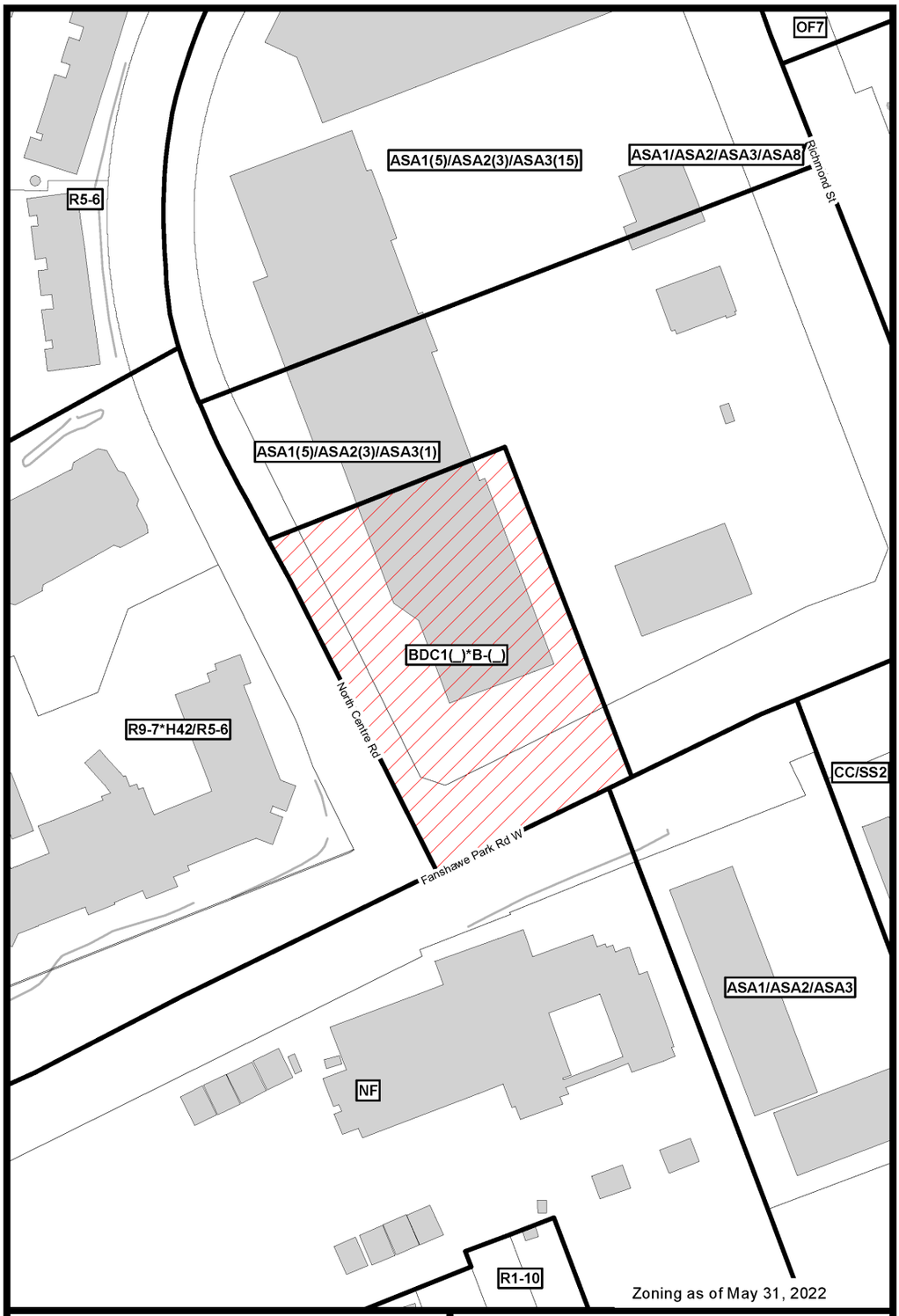
PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-9470

Planner: NP

Date Prepared: 2022/07/11

Technician: RC

By-Law No: Z.-1-

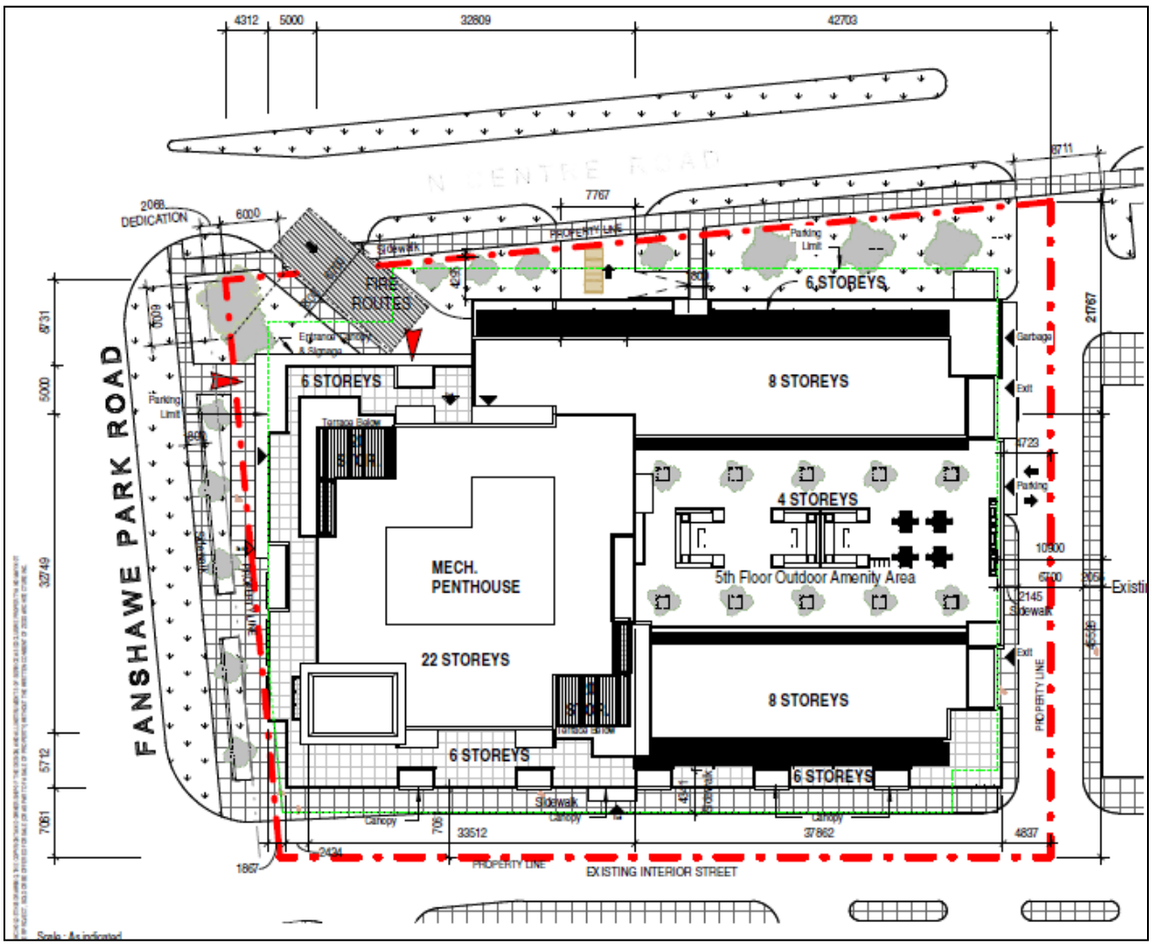
SUBJECT SITE

1:1,500

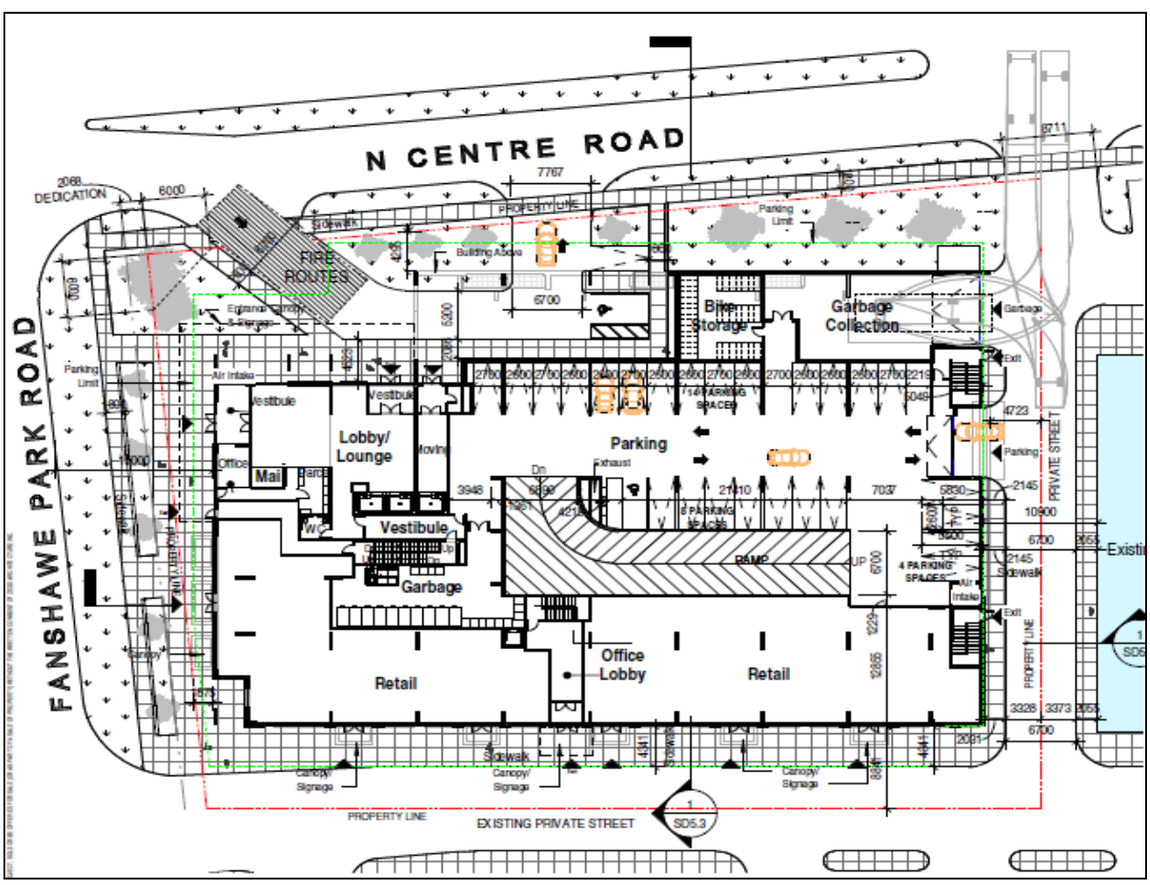
0 5 10 20 30 40 Meters

Geodatabase

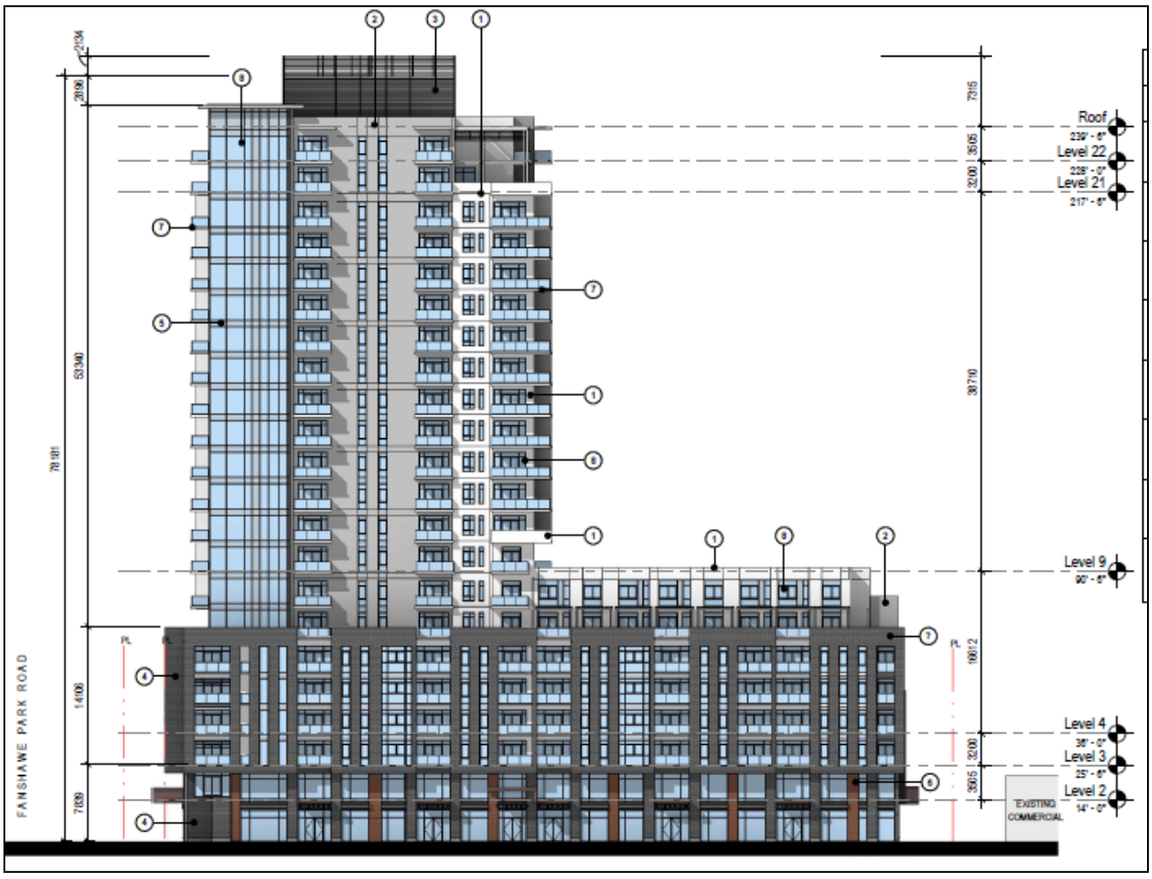
Schedule “1”



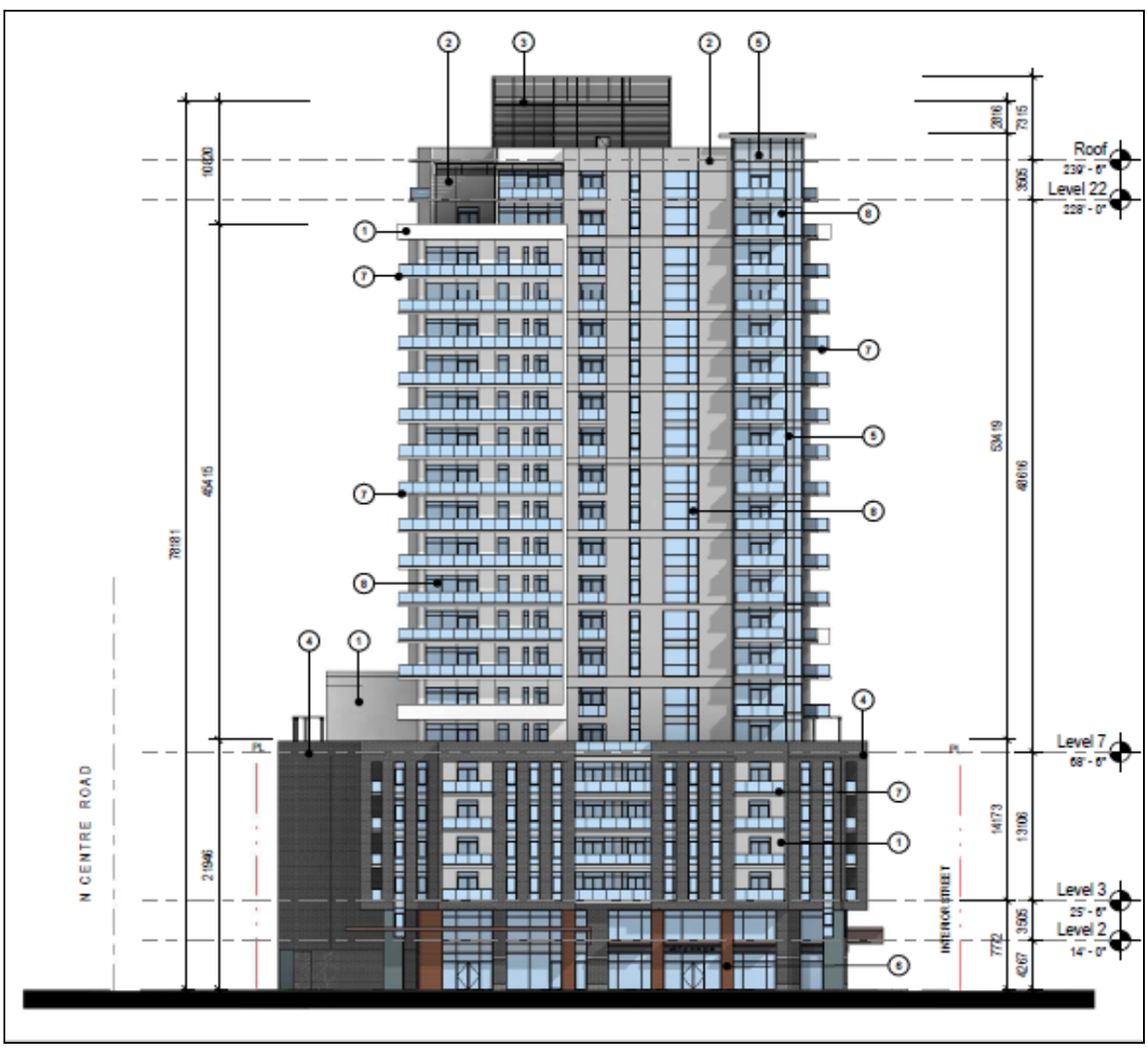
Site Plan



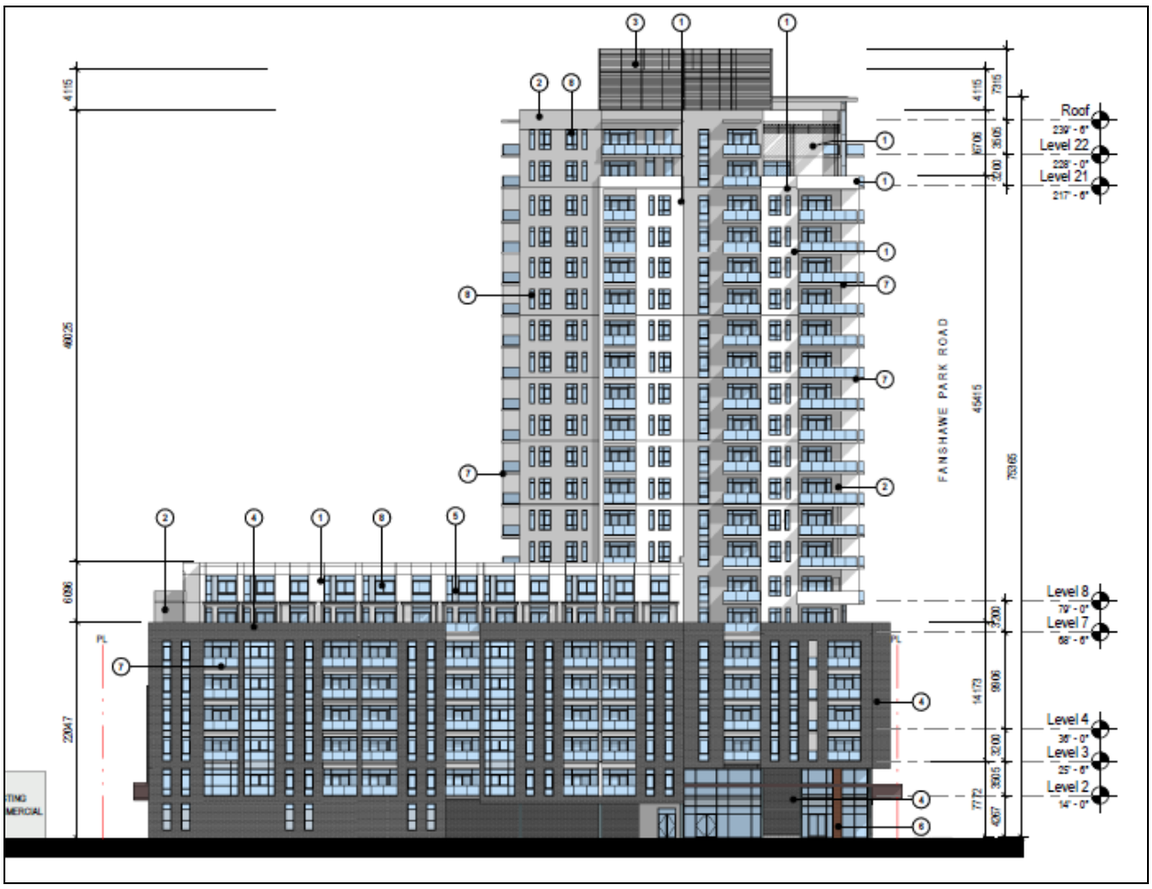
Site Plan 1st Floor



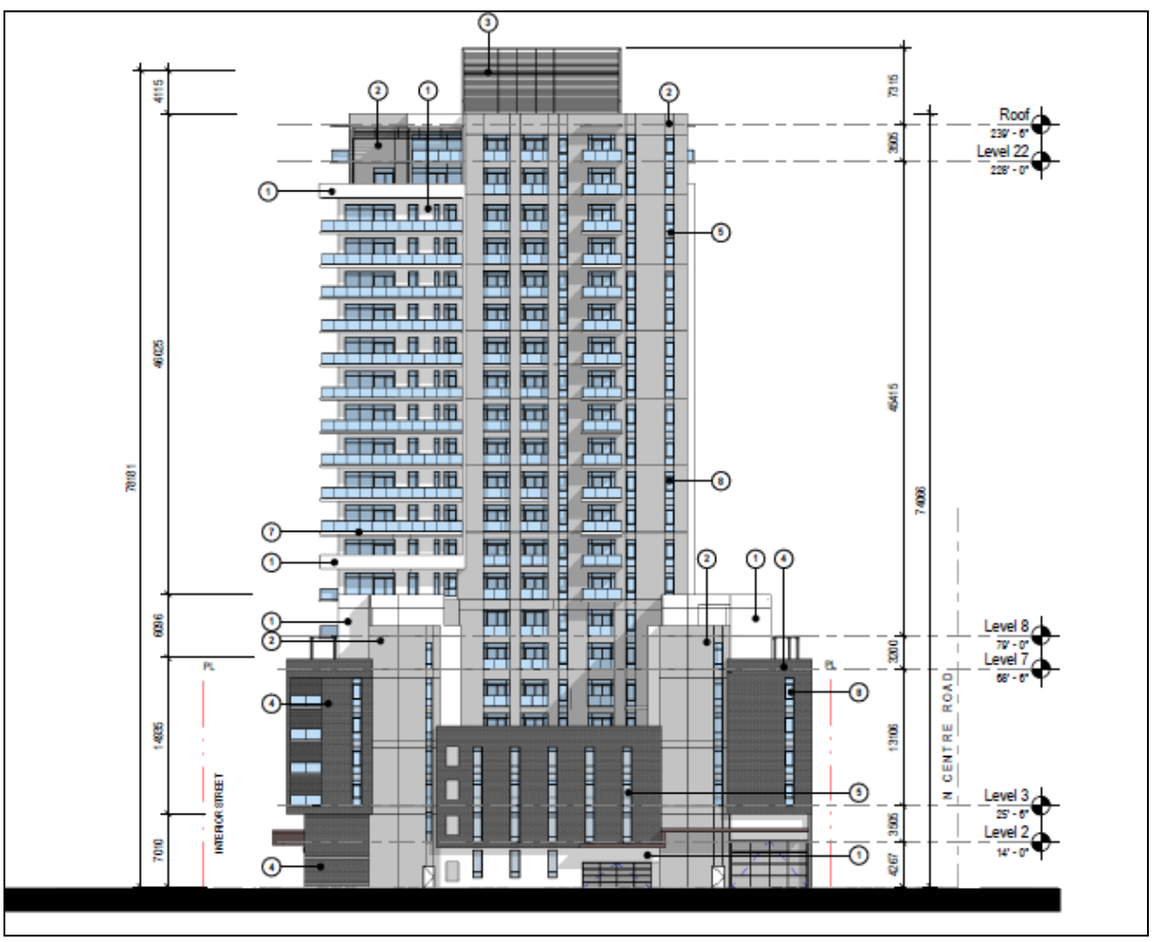
East Elevation



South elevation



West elevation



North elevation

Rendering - Southwest corner

Rendering - South view along Fanshawe Park Road

Rendering - Northeast Corner

Rendering - Southeast corner

Rendering - Northwest corner

Rendering - Fanshawe Park Road detail

Rendering – private drive east side view

Rendering - Southwest corner entrance view

Rendering - Northeast view

Rendering - Interior courtyard

Rendering - Interior courtyard looking north

Bill No. 353
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 21-41 Meadowlily Road North and 20 Norlan Avenue.

WHEREAS Royal Premier Homes (2812347 Ontario Inc.) has applied to rezone an area of land located at 21-41 Meadowlily Road North and 20 Norlan Avenue, 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 21-41 Meadowlily Road North and 20 Norlan Avenue, as shown on the attached map comprising part of Key Map No. A108, from a Residential R1 (R1-6) Zone to a Holding Residential R5 Special Provision Bonus (h-17*h-100*R5-7(_)*B-__) Zone.

2) Section 9.4 of the Residential R5 (R5-7) Zone of Zoning By-law Z-1 is amended by adding the following Special Provision:

R5-7(_) 21-41 Meadowlily Road North and 20 Norlan Avenue

a) Regulation

i) Balcony Encroachment (Exterior Side Yard) (Minimum) 4.26 metres

3) Section 4.3 4) of the General Provisions of Zoning By-law Z-1 is amended by adding the following new Bonus Zone:

B-__ 21-41 Meadowlily Road North and 20 Norlan Avenue

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a high-quality stacked townhouse development at a maximum density of 91 units per hectare and a reduced parking requirement of 91 parking spaces which implements the Site Plan, Renderings and Views attached as Schedule "1" to the amending by-law and provides for the following:

1) Provision of Affordable Housing

i) A total of four (4) residential units will be provided for affordable housing; three, one bedroom units and one, two bedroom unit within two of the four proposed townhouse blocks with a maximum of two units in each building

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.

2) Common Amenity Space

i) Provide for an appropriately sized and located ground level outdoor amenity space for the number of residents anticipated.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement;

1) Additional Permitted Use

i) Stacked townhouses

2) Regulations

i) Density (Maximum)	91 units per hectare
ii) Parking (Minimum)	91 parking spaces (1.13 spaces 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.

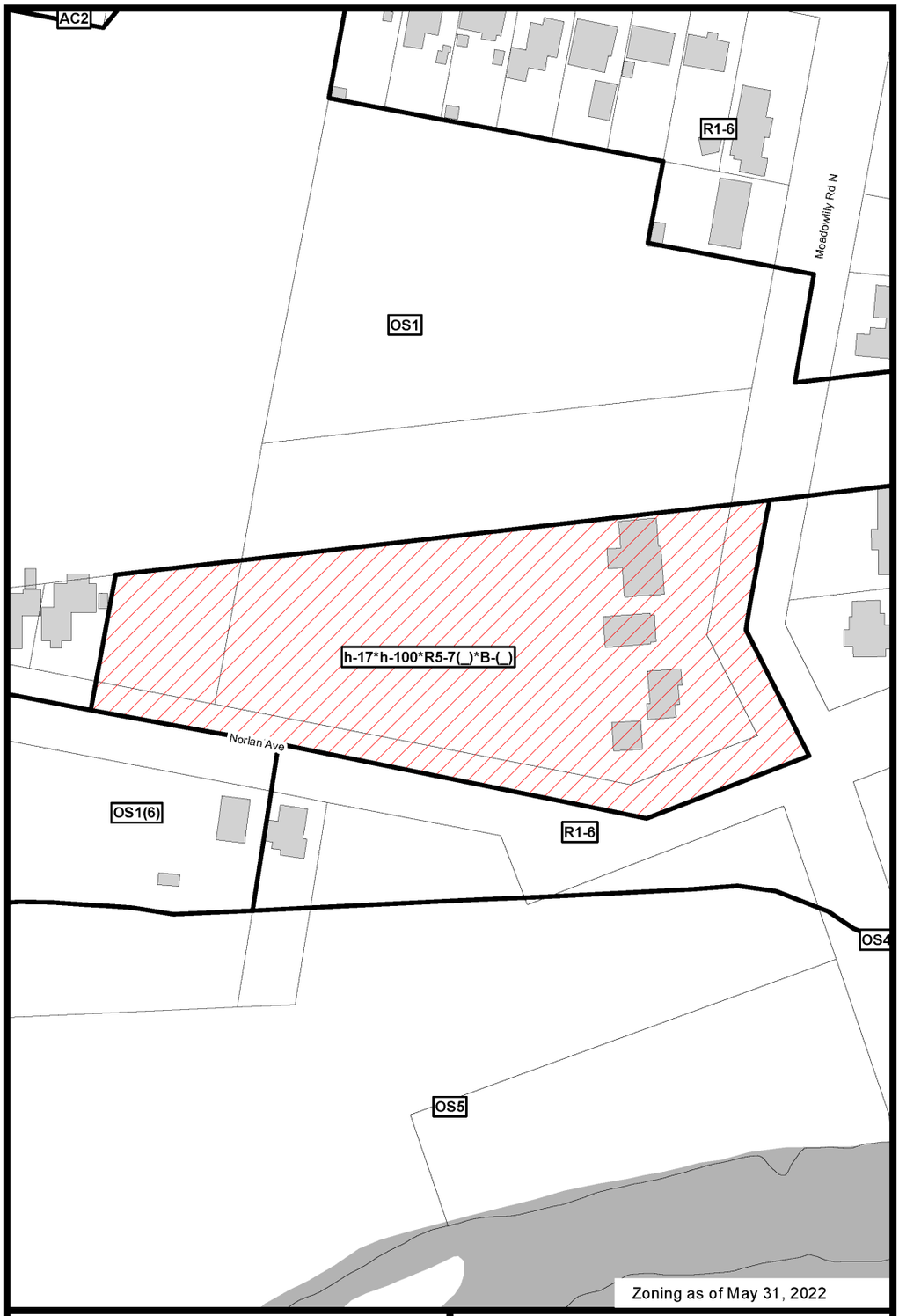
PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-9500

Planner: CP

Date Prepared: 2022/07/18

Technician: RC

By-Law No: Z.-1-

SUBJECT SITE

1:1,250

0 5 10 20 30 40 Meters

Geodatabase

Schedule “1”

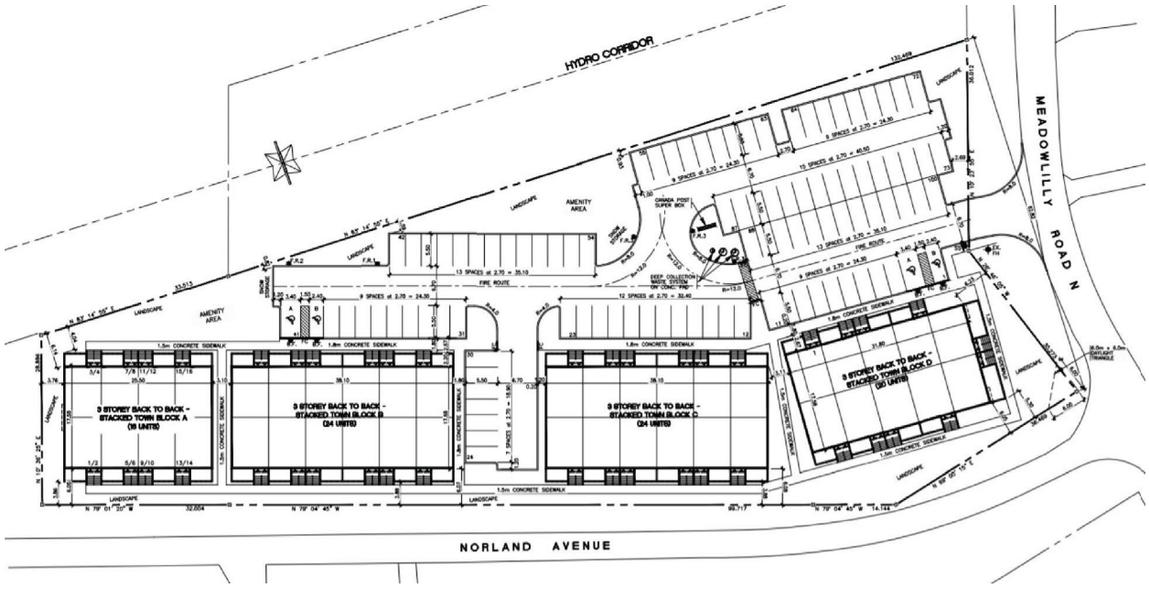


Figure 1 - Site Plan

Figure 2 - Proposed Building Concept (One Building) at intersection of Norlan Avenue and Meadowlily Road North

Bill No. 354
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 ___ 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 4) of the General Provisions is amended by adding the following Special Provision:

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) High Level of Design Standards

The building design and site plan 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 to be implemented through a development agreement:

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. Step-back along Wellington Road to enhance a pedestrian oriented street wall;

b. Use of clear glass material and clear glazing with interior spaces visible from the outdoors, with overhead projecting canopies for all entrances and lining the pedestrian-oriented street wall frontages.

c. A significant vertical break in the podium along Wellington Road of the building between Towers A and B, to break up the long façade and promote a human scale, pedestrian oriented environment.

Tower Features

a. Step-back of the towers, from the podium to the greatest extent possible on all street facing facades;

b. Use of transparent balcony barriers;

c. Further mitigation of building mass by varying and articulating the plane of all facades.

Building Cap Features

a. Through Site Plan Review ensure the use of building step-back at the top storey, with mechanical penthouse adequately concealed in the building's top storey.

iii) Site Landscaping

Through Site Plan Review ensure all-season landscaping and foundation planting along any large expanses of walls facing public streets, internal drive aisles, and mid-block connections.

2) Provision of Affordable Housing

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

ii) The affordable housing units to be proportionately distributed among the first three 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 35 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.

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)	0.4 space per unit
iv) Commercial and Retail Parking Rate (Minimum)	1 space per 20sqm of gross floor area

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) 0.75m (2.5ft)

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.

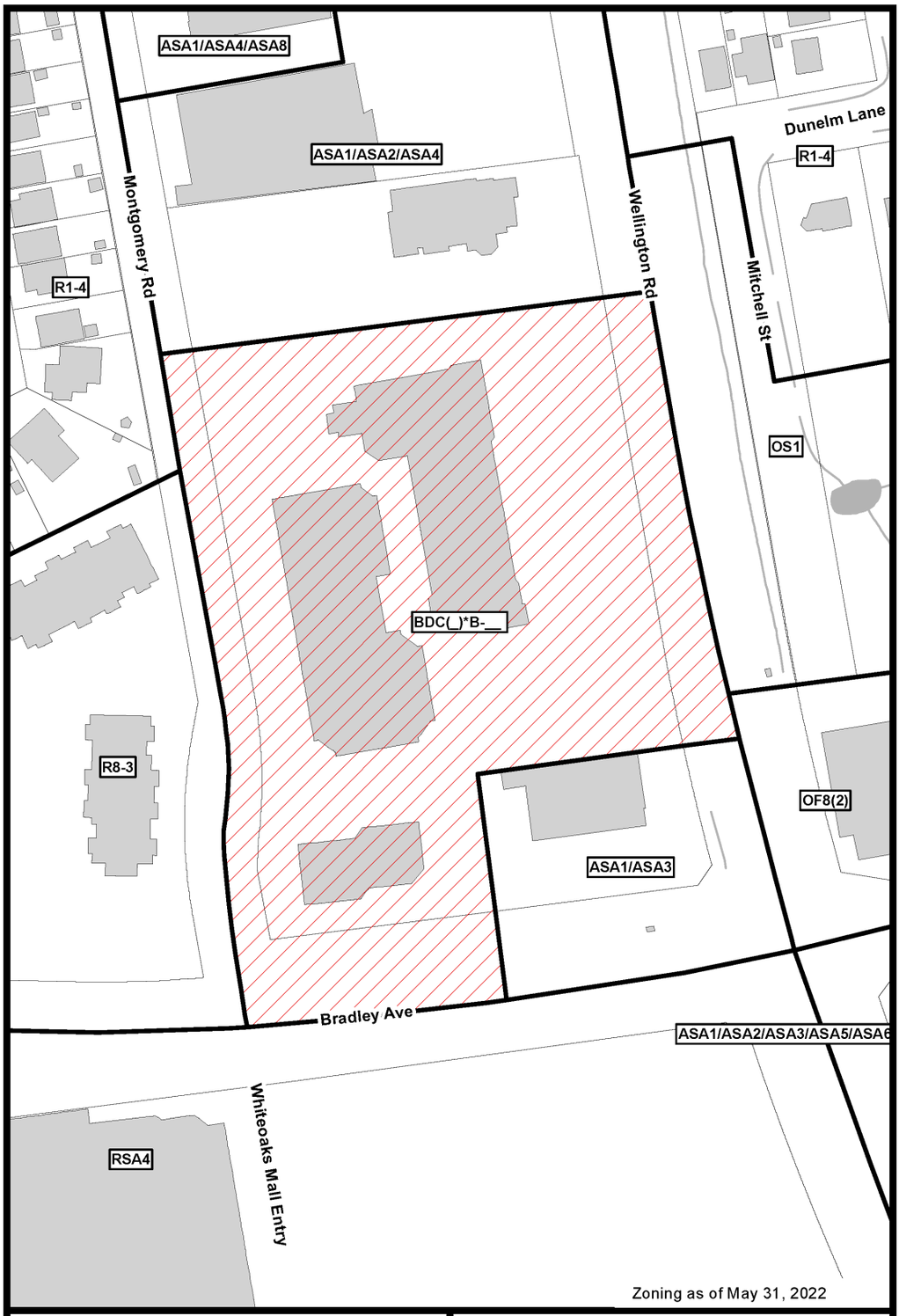
PASSED in Open Council on September 6, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – September 6, 2022
Second Reading – September 6, 2022
Third Reading – September 6, 2022

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: O-9263/Z-9264

Planner: SW

Date Prepared: 2022/06/27

Technician: rc

By-Law No: Z.-1-

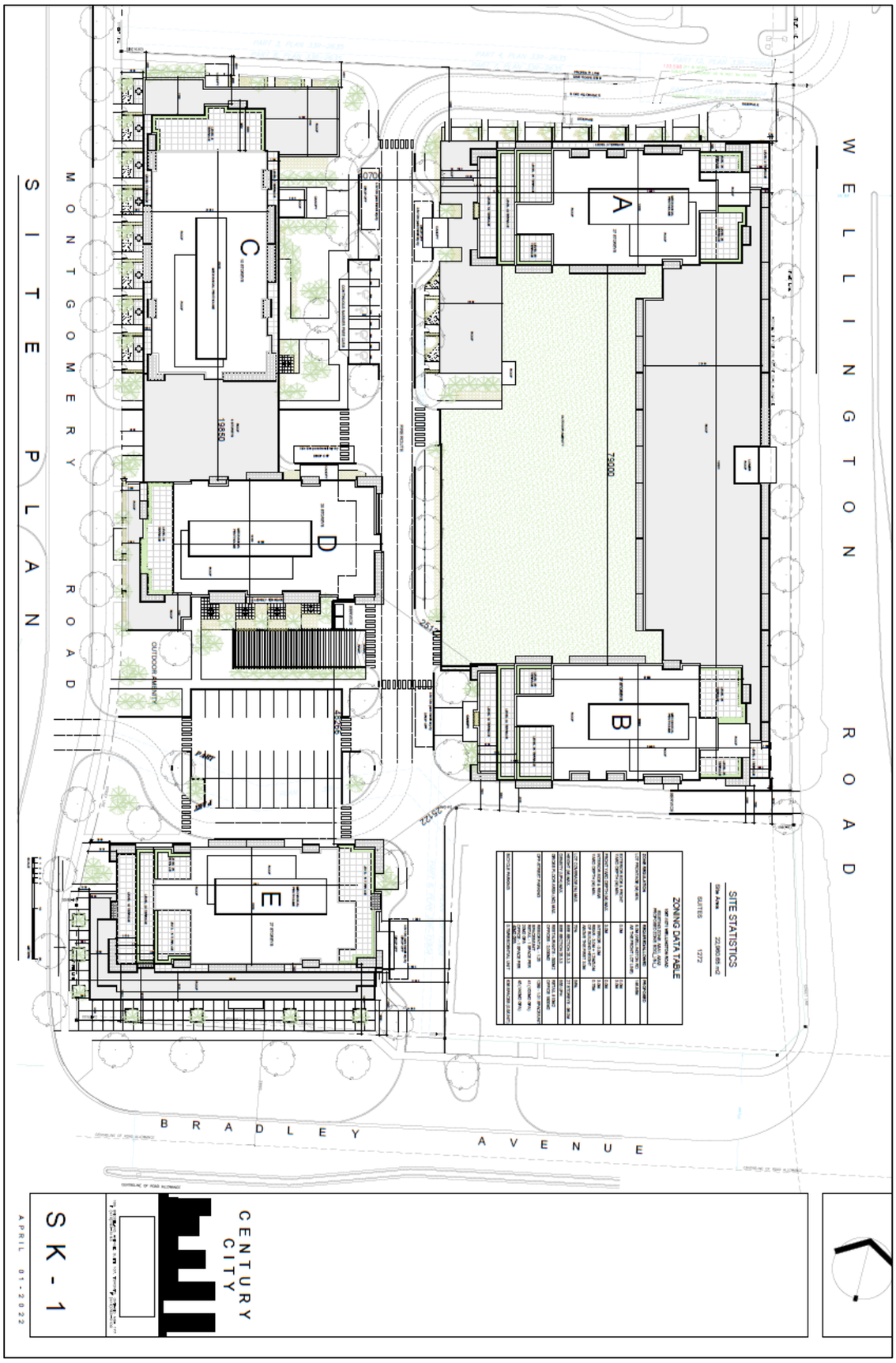
SUBJECT SITE

1:1,500

0 5 10 20 30 40 Meters

Geodatabase

Schedule 1


WELLINGTON ROAD
MONTGOMERY ROAD
BRADLEY AVENUE
SITE PLAN
A
B
C
D
E
79000
13850
OUTDOOR AMENITY
SITE STATISTICS
ZONING DATA TABLE
CENTURY CITY
SK - 1
APRIL 01-2022