



Council Agenda Including Addeds

4th Meeting of City Council

January 24, 2023

1:00 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 Mayor's New Year's Honour List

His Worship the Mayor will recognize the contributions made to London by the following citizens who were named to the 2023 Mayor's New Year's Honour List in the categories indicated: Ashton Forrest (Accessibility); Beverly Farrell (Age Friendly); Karen Schindler (Arts); Edward Medzon (Distinguished Londoner); Jason Rip (Distinguished Londoner); Sydney Vickers (Distinguished Londoner); Joe Cardillo (Distinguished Londoner); Charlene Doak-Gebauer (Distinguished Londoner); Padre Frank Mantz (Distinguished Londoner); Carl Cadogan (Diversity and Race Relations); Tom Cull (The Environment); John Manness (Heritage); Nawaz Tahir (Humanitarianism); and Roop Chanderdat (Sports).

3. Review of Confidential Matters to be Considered in Public

4. Council, In Closed Session

4.1 Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations in regard to the Corporation's association or unions, advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.1/2/CSC)

4.2 Confidential Information Supplied by Canada/Province/Territory/Crown Agency of Same / Position, Plan, Procedure, Criteria or Instructions for Negotiation Process

A matter pertaining to information explicitly supplied in confidence to the

municipality by the province and the subject matter being considered is a position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality pursuant to subsection 239(2)(k) of the Municipal Act. (6.1/2/CPSC)

4.3 Solicitor-Client Privileged Advice

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, regarding the the Humane Society London and Middlesex 2023 Budget Amendment grant request. (6.1/6/SPPC)

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

5.1 3rd Meeting held on December 13, 2022 8

6. Communications and Petitions

6.1 (ADDED) 1st Report of the Integrated Transportation Advisory Committee

(Refer to the Civic Works Committee Stage for Consideration with Item #7 (5.2) of the 2nd Report of the Civic Works Committee)

1. (ADDED) Councillors Lewis and Rahman 101

7. Motions of Which Notice is Given

8. Reports

8.1 2nd Report of the Corporate Services Committee 102

1. Disclosures of Pecuniary Interest
2. (2.1) Argyle Business Improvement Area 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 29)
3. (2.2) Hamilton Road Business Improvement Area 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 30)
4. (2.3) Hyde Park Business Improvement Area 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 31)
5. (2.4) London Downtown Business Association 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 32)
6. (2.5) Old East Village Business Improvement Area 2023 Proposed Budget – Municipal Special Levy (Relates to Bill No. 33)
7. (2.6) Ontario Lottery and Gaming Corporation - Amendment to the Municipality Contribution Agreement (Relates to Bill No. 34)
8. (4.2) Application - Issuance of Proclamation - Sikh Heritage Month
9. (4.3) Application - Issuance of Proclamation - International Day of Zero Tolerance for Female Mutilation/Cutting

10.	(4.4) Application - Issuance of Proclamation - Multiple Myeloma Awareness Month	
11.	(4.5) Application - Issuance of Proclamation - Black History Month	
12.	(4.6) Application - Issuance of Proclamation - National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia	
13.	(4.1) Application - Issuance of Proclamation - Wear Red Canada Campaign	
8.2	2nd Report of the Community and Protective Services Committee	108
1.	Disclosures of Pecuniary Interest	
2.	(2.1) 4th Report of the Accessibility Community Advisory Committee	
3.	(2.2) 1st and 2nd Reports of the Animal Welfare Community Advisory Committee	
4.	(2.3) Orientation Gateway Markers Single Source Purchase SS-2022-316	
5.	(2.4) Shovel-Ready Affordable Housing - 18 Elm Street - Approval of Contribution Agreement (Relates to Bill No. 35)	
6.	(2.5) Shovel-Ready Projects: Roadmap to 3,000 Affordable Units	
7.	(2.6) Rapid Housing Initiative - Round 3 Agreement (Relates to Bill No. 36)	
8.	(2.7) Contract Amendment: RFT21-24 Supply and Installation Of A New Access Control Panel Upgrade at Dearness Home	
9.	(4.1) A. Johnson, Greenspace Alliance - Greenspace Protection at the Former River Road Golf Course, Ward 1	
8.3	2nd Report of the Civic Works Committee	113
1.	Disclosures of Pecuniary Interest	
2.	(2.1) East London Link and Municipal Infrastructure Improvements Phase 2	
3.	(2.4) Request for Proposal RFP-2022-271 Contract Award of 2023 Cured In Place Pipe (CIPP) Sewer Lining Program	
4.	(2.2) Updates: Blue Box Transition and Next Steps	
5.	(2.3) Neighbourhood Connectivity Plan - Engagement Strategy	
6.	(5.1) Delegation - B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee - 1st Report of the Environmental Stewardship and Action Community Advisory Committee	
7.	(5.2) 1st Report of the Integrated Transportation Advisory	

Committee

- 8.4 4th Report of the Strategic Priorities and Policy Committee 117
1. Disclosures of Pecuniary Interest
 2. (4.1) 2022 Resident Satisfaction Survey
 3. (4.2) November 2022 Semi-Annual Progress Report and 2020-2022 Impact Assessment
 4. (4.3) Developing the 2023-2027 Strategic Plan: Proposed Approach and Setting the Context
- 8.5 5th Report of the Strategic Priorities and Policy Committee 119
1. Disclosures of Pecuniary Interest
 2. (4.1) Developing the 2023-2027 Strategic Plan: Setting the Vision, Mission, Values, Strategic Areas of Focus, Outcomes and Expected Results
- 8.6 6th Report of the Strategic Priorities and Policy Committee 124
1. Disclosures of Pecuniary Interest
 2. (2.2) 1st Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee
 3. (2.1) London: A Place to Call Home (London Development Institute (LDI) and London Home Builders' Association (LHBA))
 4. (3.1) 2023 Budget
 5. (3.2) Bill Rayburn, CAO, Middlesex County and Neal Roberts, Chief of Middlesex-London Paramedic Service
 6. (4.1) Confirmation of Appointment to the Old East Village Business Improvement Area
 7. (4.2) Consideration of Appointment to the Kettle Creek Conservation Authority
 8. (4.3) Consideration of Appointment to the Lower Thames Valley Conservation Authority
 9. (4.4) Consideration of Appointment to the Upper Thames River Conservation Authority
 10. (4.5) Committee of Adjustment - Member Vacancy
- 8.7 2nd Report of the Planning and Environment Committee 132
1. Disclosures of Pecuniary Interest
 2. (2.3) 2022 Audit and Accountability Fund - Intake 3 - Final Report
 3. (2.4) 892 Princess Avenue - Heritage Alteration Permit Application

4. (2.6) 720 Apricot Drive - Limiting Distance Agreement (Relates to Bill No. 37)
5. (2.7) Building Division Monthly Report - October 2022
6. (2.8) 1st Report of the Community Advisory Committee on Planning
7. (2.1) 600 Sunningdale Road West - Phase 2 Special Provisions
8. (2.2) 600 Sunningdale Road West - Phase 3 Special Provisions
9. (2.5) 864 Hellmuth Avenue - Heritage Alteration Permit Application
10. (3.1) 88 Chesterfield Avenue (Relates to Bill No. 39)
11. (3.2) 634 Commissioners Road West (Relates to Bill No. 40)
12. (3.3) 867-879 Wellington Road (Relates to Bill No. 41)
13. (3.4) 600 Third Street (Relates to Bill No.'s 38 and 42)
14. (3.5) 1350 Trafalgar Street (Relates to Bill No. 43)
15. (3.6) 4th and 1st Reports of the Ecological Community Advisory Committee
16. (3.7) 942 Westminster Drive (Relates to Bill No. 44)
17. (3.8) 400 Southdale Road East

9. Added Reports

- 9.1 3rd 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. 28 By-law No. A.- _____ - _____

A by-law to confirm the proceedings of the Council Meeting held on the 24th day of January, 2023. (City Clerk) | 145 |
| 13.2 | Bill No. 29 By-law No. A.- _____ - _____

A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.1d/2/CSC) | 146 |
| 13.3 | Bill No. 30 By-law No. A.- _____ - _____

A by-law to raise the amount required for the purposes of the Hamilton Road Business Improvement Area Board of Management for the year | 152 |

	2023 in accordance with section 208 of the Municipal Act, 2001. (2.2d/2/CSC)	
13.4	Bill No. 31 By-law No. A.- _____ - _____ A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.3d/2/CSC)	158
13.5	Bill No. 32 By-law No. A.- _____ - _____ A by-law to raise the amount required for the purposes of the London Downtown Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.4d/2/CSC)	164
13.6	Bill No. 33 By-law No. A.- _____ - _____ A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the Municipal Act, 2001. (2.5d/2/CSC)	169
13.7	Bill No. 34 By-law No. A.- _____ - _____ A by-law to approve the Amendment to the Municipality Contribution Agreement between the Ontario Lottery and Gaming Corporation and The Corporation of the City of London (“Amending Agreement”); and to authorize the Mayor and City Clerk to execute the Amending Agreement. (2.6/2/CSC)	174
13.8	Bill No. 35 By-law No. A.- _____ - _____ A by-law to approve the Contribution Agreement between The Corporation of the City of London and the Ontario Aboriginal Housing Support Services Corporation (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement (2.4/2/CPSC)	180
13.9	Bill No. 36 By-law No. A.- _____ - _____ A by-law to authorize and approve the Rapid Housing Initiative Agreement between the Canadian Mortgage and Housing Corporation and The Corporation of the City of London and to delegate the authority to the Deputy City Manager, Planning and Economic Development to approve further schedules and amending agreements and to execute any documents, attestations or reports required pursuant to the Agreement (2.6/2/CPSC)	215
13.10	Bill No. 37 By-law No. A.- _____ - _____ A by-law to approve a limiting distance agreement between the Corporation of the City of London and Southside Construction Management Limited for the property at 20-720 Apricot Drive and to delegate authority to the Deputy City Manager, Environment and Infrastructure, to execute the agreement on behalf of the City of London as the adjacent property owner. (2.6b/2/PEC)	228
13.11	Bill No. 38 By-law No. C.P.-1512()-____ A by-law to amend the Official Plan relating to 600 Third Street. (3.4a/2/PEC)	234

13.12	Bill No. 39 By-law No. Z.-1-23_____	238
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 88 Chesterfield Avenue. (3.1/2/PEC)	
13.13	Bill No. 40 By-law No. Z.-1-23_____	240
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 634 Commissioners Road West. (3.2/2/PEC)	
13.14	Bill No. 41 By-law No. Z.-1-23_____	243
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 867-879 Wellington Road. (3.3/2/PEC)	
13.15	Bill No. 42 By-law No. Z.-1-23_____	245
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 600 Third Street. (3.4b/2/PEC)	
13.16	Bill No. 43 By-law No. Z.-1-23_____	247
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1350 Trafalgar Street. (3.5/2/PEC)	
13.17	Bill No. 44 By-law No. Z.-1-23_____	250
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 942 Westminster Drive. (3.7/2/PEC)	

14. Adjournment



Council Minutes

3rd Meeting of City Council
December 13, 2022, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, S. Corman, K. Dickins, K. Mason, S. Mathers, K. Scherr, M. Schulthess, C. Smith, K. Van Lammeren, B. Westlake-Power

Remote Attendance: L. Amaral, B. Card, M. Goldrup, A. Hagan, O. Katolyk, H. McNeely, K. Murray, B. Warner, P. Yeoman.

The meeting is called to order at 1:00 PM; it being noted that S. Hillier was in remote attendance.

1. Disclosures of Pecuniary Interest

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

2. Recognitions

2.1 His Worship the Mayor recognizes the 2022 Diversity, Race Relations and Inclusivity Awards: Airshow London / Amazon Delivery Station / ATN Access Inc. / Jess Jones Recreation Therapy Inc.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

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

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

4.1 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.
(6.1/1/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.
(6.2/1/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 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. (6.3/1/CSC)

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

A matter pertaining to the proposed or pending 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. (6.4/1/CSC)

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

A matter pertaining to the proposed or pending lease of City-owned land by a third party, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/1/CSC)

4.6 Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor's New Year's Honour List – "Sports" Category. (6.1/1/CPSC)

4.7 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose regarding an exemption to the Animal Control By-law. (6.2/1/CPSC)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

That Council convenes In Closed Session, from 1:19 PM to 1:49 PM.

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

5.1 2nd Meeting held on November 22, 2022

Motion made by: E. Pelozza
Seconded by: D. Ferreira

That the Minutes of the 2nd Meeting of the Municipal Council, held on November 22, 2022 BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: P. Van Meerbergen

Seconded by: A. Hopkins

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

6.1 931-1225 Southdale Road

1. M. Rexer
2. J. and J. Campanaro
3. Harrow Court Residents

6.2 Bill 23, More Homes Built Faster Act, 2022

1. S. Price
2. E. Blokker

6.3 Animal Control By-law

1. Dr. K. Coulter
2. D. Procop
3. K. Sussman
4. D. Leckie
5. N. Holmes
6. B. McFarlen
7. K. Lomack
8. W. Brown
9. T. Beernink
10. M. Andreetta
11. S. Ryall
12. S. H. Ross
13. M. A. Shepherd
14. S. Olivastri
15. A. M. Valastro
16. J. Jacobson
17. F. Morrison
18. P. Harris

6.4 Renaming of Paul Haggis Park

1. J. McCall

6.5 City of London Corporate Growth Projections 2021-2051

1. J. Zaifman

- 2. C. Lewis
- 3. A.M. Valastro
- 4. C. Godes

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 1st Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 1st Report of the Planning and Environment Committee BE APPROVED, excluding items 19 (3.9), 20 (3.10) and 21 (4.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. (1.1) Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (1.2) Election of Vice-Chair

Motion made by: S. Lehman

That Deputy Mayor Lewis BE APPOINTED Vice Chair for the term ending November 14, 2023.

Motion Passed

3. (2.1) Building Division Monthly Report - August 2022

Motion made by: S. Lehman

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

Motion Passed

4. (2.2) Building Division Monthly Report - September 2022

Motion made by: S. Lehman

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

Motion Passed

5. (2.3) 6th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the 6th Report of the Community Advisory Committee on Planning, from its meeting held on November 9, 2022 BE RECEIVED for information. (2022-A02)

Motion Passed

6. (2.4) 1865 Finley Crescent (P-9546)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 96, Plan 33M-733 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated November 28, 2022 BE INTRODUCED at a future Council meeting, to exempt Block 96, Plan 33M-733 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-4(1)) which permits street townhouse dwellings;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 96, Plan 33M-733 as noted in clause a) above:

- i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
- ii) the applicant submits a draft reference plan to the Planning and Development for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
- iii) the applicant submits to the Planning and Development a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
- iv) the applicant submits each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
- v) the applicant submits to the Deputy City Manager, Planning and Development for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
- vi) the applicant shall enter into any amending subdivision

agreement with the City, if necessary;

- vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the applicant shall obtain confirmation from the Planning and Development that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the applicant shall obtain approval from the Planning and Development of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the Deputy City Manager, Planning and Development that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) the applicant shall provide a draft transfer of the easements to be registered on title;
- xiii) that, on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question;
- xiv) in accordance with condition v), the applicant provide servicing drawings of municipal servicing to each of the blocks created within 1865 Finley Crescent to indicate that all municipal servicing can be provide to each property/block created without conflict;
- xv) as per condition xii) of the subdivision agreement, a reference plan (33R) is to be provided for the 5m storm servicing easement located at the rear of the property;
- xvi) the existing subdivision agreement is to be amended as per condition vi) of the subdivision agreement. The agreement is to include provisions for the 5m storm servicing easement located at the rear of the property; and,
- xvii) a complete ECA application package is to be submitted to Planning & Development for the proposed storm sewers at the rear of the property. (2022-D25)

Motion Passed

7. (2.5) Southwest Sunningdale Road West, Wonderland Road North and 2170 Buroak Drive (Formerly 751 Fanshawe Park Road) (39T-03505)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with respect to the application by Vista Woods Estates Ltd., relating to the lands located at 2170 Buroak Drive (formerly 751 Fanshawe Park 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

Motion Passed

8. (2.6) Heritage Alteration Permit Application - 10 Moir Street - Blackfriars/Petersville Heritage Conservation District (HAP22-073-L)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking approval to pave a portion of the front yard for parking on the heritage designated property at 10 Moir Street, within the Blackfriars/Petersville Heritage Conservation District, BE REFUSED. (2022-R01)

Motion Passed

9. (2.7) Heritage Alteration Permit Application - 123 Wilson Avenue - Blackfriars/Petersville Heritage Conservation District (HAP22-067-L)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property at 123 Wilson Avenue BE PERMITTED as submitted, with the following terms and conditions:

- a) the proposed four replacement windows have a simulated divided light to replicate the two-over-two fenestration of the former windows;
- b) the proposed replacement windows be painted wood or clad-wood windows;
- c) existing trim be used to replicate the painted wood 5" trim, including eared hood as well as windowsills;
- d) all exposed wood be painted;
- e) the Heritage Planner be circulated on the Building Permit drawings to verify compliance;
- f) the proposed alterations be completed within twelve (12) months of Municipal Council's decision on this Heritage Alteration Permit; and,
- g) the Heritage Alteration Permit be displayed in a location visible from the street until the work is underway. (2022-R01)

Motion Passed

10. (2.8) Heritage Alteration Permit Application - 645 Lorne Avenue - Old East Heritage Conservation District (HAP22-075-L)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property at 645

Lorne Avenue BE PERMITTED with the following terms and conditions:

- a) turned wooden spindles be used for the railing/guard of the porch, including the steps;
- b) wood lattice, in a square or diamond shape, be used for the porch skirt;
- c) all exposed wood be painted;
- d) use of paint colours from the Old East Heritage Conservation District palette be considered;
- e) the Heritage Planner be circulated on the Building Permit drawings to verify compliance;
- f) the proposed alterations be completed within twelve (12) months of Municipal Council's decision on this Heritage Alteration Permit; and,
- g) the Heritage Alteration Permit be displayed in a location visible from the street while the work is underway. (2022-R01)

Motion Passed

11. (3.1) 3195, 3207 White Oak Road and 2927 Petty Road (Z-9350 / 39CD-21505) (Relates to Bill No. 15)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Whiterock Village Inc., relating to the lands located at 3195, 3207 White Oak Road and 2927 Petty Road:

- a) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject lands FROM a Urban Reserve UR4 and Holding Urban Reserve UR4 Special Provision h-94*UR4(11)) Zone TO a Residential R5 Special Provision (R5-7(**)) Zone to permit cluster housing in the form of townhouse dwellings. Special provisions to the Residential R5 (R5-7) Zone would permit cluster townhouse dwellings, and cluster stacked townhouse dwellings and would permit a reduced exterior side yard setback of 1.2 metres and a rear yard second story deck setback of 4.1 metres and a rear yard depth of 6.0 metres north interior side yard; and,
- b) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the lands located at 3195, 3207 White Oak Road and 2927 Petty Road:
 - i) requesting traffic access from Petty Road be moved to White Oak Road;
 - ii) indicating that Petty Road is busy already and with increased traffic it will be unsafe for children; and,
 - iii) advising that there will be increased noise and traffic;

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

- N. Dyjach, Strik Baldinelli Moniz Ltd., on behalf of the owner; and,
- M. Dalawir;

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

- the recommended Zoning By-law Amendment and Draft Plan of Vacant Land Condominium are consistent with the Provincial Policy Statement (PPS), 2020, as it promotes efficient development and land use patterns; accommodates an appropriate range and mix of land uses, housing types, and densities to meet projected needs of current and future residents; and minimizes land consumption and servicing costs;
- the recommended zoning amendment conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended zoning amendment provides appropriate regulations to control the use and intensity of the building and ensure a well-designed development with appropriate mitigation measures;
- the subject development block is of a size and shape suitable to accommodate the Draft Plan of Vacant Land Condominium; and,
- the proposed use, form, and intensity are considered appropriate and compatible with existing residential development in the surrounding neighbourhood. (2022-D14)

Motion Passed

12. (3.2) 2846 and 2870 Tokala Trail (Z-9523) (Relates to Bill No. 16)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Foxwood Developments Inc., relating to the property located at 2846 and 2870 Tokala Trail, the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Holding Residential R5 / Neighbourhood Facility (h*h-71*h-100*h-108*R5-7 / NF1) Zone and Urban Reserve (UR3) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone and a Holding Residential R5 Special Provision (h-18*R5-7(_)) Zone;

it being noted that the following site plan matters were raised during the application review process for consideration by the Site Plan Approval Authority:

- i) easement for pedestrian traffic along the east or west property lines of the subject site to provide north-south connections;
- ii) consideration should be given to consolidate the amenity spaces to create one large outdoor common amenity space for all units on site;
- iii) no gates shall be permitted to the pathway to the north abutting the stormwater management pond that restrict access to the multi-trail pathway; and,
- iv) provide pedestrian connections, as direct as possible, from Tokala Trail to the rear of the site to connect to the multi-trail pathway at the rear;

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

- J. McGuffin, Monteith Brown Planning Consultants, on behalf of the applicant;

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 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 zoning conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, the Neighbourhoods Place Type, City Building and Design, Our Tools, and all other applicable policies, to facilitate a built form that contributes to achieving a compact, mixed-use City;
- 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-D04)

Motion Passed

13. (3.3) 870-922 Medway Park Drive (Z-9533) (Relates to Bill No. 17)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Dillon Consulting Limited., relating to the property located at 870-922 Medway Park Drive:

- a) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Holding Restricted Office (h-17*RO2) Zone TO a Holding Residential R5 Special Provision (h-17*R5-7(_)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following through the site plan process:
 - i) units fronting along Medway Park Drive are to have front doors facing the street with driveways and garages at the rear of the site;
 - ii) board-on-board fencing that meets the requirements of the Site Plan Control By-law; and,
 - iii) the site be developed in general conformity with the layout provided;
- c) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect to the proposed by-law as the change in the maximum front yard setback is minor in nature and a technical change, the concept site plan circulated in the Notice of Application and Notice of Public

Meeting accurately reflect the site layout, no site changes were proposed for the maximum front yard setback;

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

- M. Fletch, Dillon Consulting Limited;

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 London Plan, including but not limited to the Key Directions and Neighbourhoods Place Type; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2022-D04)

Motion Passed

14. (3.4) 338 Boler Road (Z-9510) (Relates to Bill No. 18)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Alma Village Inc., relating to the property located at 338 Boler Road:

- a) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Residential R2 (R2-1) Zone TO a Residential R3 Special Provision (R3-1()) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider board-on-board fencing along the east and south property boundaries that exceed the standards of the Site Plan Control By-law and do not negatively impact any grading, on-site stormwater management or any existing landscaping through the site plan process;

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

- R. Brown;

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 policies of the 1989 Official Plan, including but not limited to the Low-Density Residential Designation policies;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions; and,

- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2022-D04)

Motion Passed

15. (3.5) 6092 Pack Road (Z-9493) (Relates to Bill No. 19)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Magnificent Homes and Royal Premier Homes, relating to the property located at 6092 Pack Road, the proposed attached, revised, by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO a Holding Residential R6 Special Provision (h*R6-5(_)) Zone;

it being noted that the following site plan matters were raised during the application review process for consideration by the Site Plan Approval Authority:

- i) provide additional details for shared outdoor amenity space;
- ii) provide high quality landscaping with consideration to any existing significant mature trees on the site and along property boundaries;
- iii) further emphasize the heritage character through the on-site amenity area and greenspace;
- iv) limit the construction of new residential dwelling(s) to only one of the interior side yards adjacent to the existing single detached dwelling to allow sufficient space to accommodate an access driveway on the opposite interior side yard; and,
- v) the façade for new residential development abutting the existing single detached dwelling to have a first floor grade no higher than the existing dwelling first floor grade;

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

- the revised staff report; and,
- a project fact sheet;

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, siv-ik planning and design;

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 as it encourages efficient development and land use patterns;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Neighbourhood Place Type, Our Strategy, our Tools, and other applicable London Plan policies;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan and the Southwest Area Secondary Plan,

including but not limited to the Low and Medium Density Residential policies within the North Talbot Residential Neighbourhood;

- 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 retention of a heritage designated single detached dwelling. (2022-D14)

Motion Passed

16. (3.6) 931-1225 Southdale Road East (Z-9544) (Relates to Bill No. 20)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, based on the application by London & Middlesex Community Housing, relating to the property located at 931-1225 Southdale Road East, the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Residential R5 (R5-5) and Compound Residential R5 and Daycare (R5-5*DC) Zone TO a Special Provision Residential R8 (R8-4(_)) Zone;

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

- the staff presentation; and,
- the community consultation presentation from M. Fadaei, MHBC Planning;

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

- E. Theodore, MHBC, on behalf of London & Middlesex Community Housing;
- A. Chance;
- L. Sabria; and,
- J. Campanero;

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 by providing efficient and affordable residential infill;
- the proposed amendment conforms to the policies of The London Plan including the applicable City Design, Housing and Homelessness Prevention, and Neighbourhood Place Type policies; and;
- the proposed amendment assists London & Middlesex Community Housing in completing their part of the City's affordable housing development target. (2022-S11)

Motion Passed

17. (3.7) 608 Commissioners Road West (Z-9544)

Motion made by: S. Lehman

That the application by Copia Developments, relating to the property located at 608 Commissioners Road West, BE REFERRED back to the Civic Administration to review the traffic patterns, the access points and the intensification for the proposed development;

it being noted that the Planning and Environment Committee received the staff presentation 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:

- H. Froussios, Zelinka Priamo Ltd., on behalf of Copia Developments; and,
- D. McLeod;
- J. Burrell;
- Resident;
- C. West;
- R. de Papp;
- N. Turudic;
- Resident; and,
- M. Mackey.

Motion Passed

18. (3.8) 307 Sunningdale Road East (Z-9498) Relates to Bill No. 21)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Margrit Johnson, relating to the property located at 307 Sunningdale Road East:

- a) the proposed, attached, revised, by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject lands FROM a Residential R1 (R1-17) Zone, a Holding Residential R1 (h-2*R1-17) Zone and an Open Space (OS5) Zone TO a Residential R6 Special Provision (R6-3(_)) Zone and an Open Space (OS5) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues for 307 Sunningdale Road East through the site plan review process:
 - i) ensure the appropriate setbacks from the east and west property line as outlined in Appendix A to provide full protection to the boundary trees and critical root zones;
 - ii) ensure that the proposed building/built form is oriented to both Skyline Avenue and Sunningdale Road East and establishes a pedestrian-oriented built edge with street oriented units;
 - iii) ensure the extension of sidewalks to Sunningdale Road East along the private driveway;
 - iv) ensure that no part of any required interior side yard shall be used for any purpose other than landscaped open space excluding swimming pools, but decks or patios may be permitted; and,
 - v) ensure a north exterior yard setback of minimum 8.0 metres and maximum of 11.0 metres, and a north parking area setback of 11.2 metres;

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

- a memo from the Ecological Community Advisory Committee;
- a communication dated May 14, 2022, from A. Thompson;
- a communication dated November 15, 2022, from J.A. Medeiros; 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:

- H. Surgenor, Monteith Brown Planning Consultants;

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, 2020;
- the recommended amendment to Zoning By-law Z.-1 conforms to the Low Density Residential and Open Space policies of the 1989 Official Plan;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of The London Plan, including, but not limited to the Neighbourhoods Place Type, City Building and Design, Our Tools, and all other applicable policies in The London Plan; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development on a large size lot located at the periphery of a residential neighbourhood. (2022-D04)

Motion Passed

22. (5.1) Bill 23, More Homes Built Faster Act, 2022 - Mayors and Regional Chairs of Ontario

Motion made by: S. Lehman

That the communication dated November 21, 2022 from K. Redman, Chair, Mayors and Regional Chairs of Ontario and Chair, Regional Municipality of Waterloo, with respect to Bill 23, More Homes Built Faster Act, 2022, BE RECEIVED for information.

Motion Passed

19. (3.9) 4452 Wellington Road South (OZ-9497) (Relates to Bill No.'s 9 and 22)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by MHBC Planning on behalf of 2858637 Ontario Inc., relating to the property located at 4452 Wellington Road South:

- a) the proposed appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend The London Plan to:

- i) change the designation of a portion of the subject lands FROM a Shopping Area Place Type TO a Light Industrial Place Type on Map 1 – Place Types; and,
 - ii) amend section 1565_5 of The London Plan, List of Secondary Plans - Southwest Area Secondary Plan, by changing the designation of a portion of the subject lands FROM Commercial TO Industrial on Schedule 4 Southwest Area Land Use Plan, and Schedule 17 Wellington Rd/Hwy 401 Land Use Designations;
- b) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning FROM a Holding Associated Shopping Area Commercial (h-17*ASA1/ASA2/ASA6) Zone TO a Holding Light Industrial (h-17*LI6) Zone, and an Environmental Review (ER) Zone;
- c) the Approval Authority BE REQUESTED to consider the following matters during the site plan process:
- lighting concerns, preference for lights facing downward;
 - appropriate garbage and rest facilities to address the needs of the people using the facility;
 - fencing; and,
 - quality of the facility;

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

- S. Allen, MHBC;
- D. Gillis;
- A. Tipping;
- G. Dowler; and,
- F. Connor;

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, Industrial Place Type, Shopping Area Place Types, and Natural Heritage Features and Hazards;
- the recommended amendment conforms to the policies of the Southwest Area Secondary Plan and the 1989 Official Plan;
- the recommended amendment facilitates the development of a site within the Wellington Road/ Highway 401 Neighbourhood; and,
- the recommended amendment will delineate a natural heritage feature and ensure the appropriate environmental studies are completed. (2022-D08)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, and D. Ferreira

Nays: (1): S. Hillier

Motion Passed (14 to 1)

20. (3.10) 952 Southdale Road West (OZ-9431) (Relates to Bill No.'s 10 and 23)

Motion made by: S. Lehman

That the following actions be taken with respect to the application by 1739626 Ontario Limited, relating to the property located at 952 Southdale Road West:

a) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend The London Plan to:

i) change the Place Type on a portion of the subject lands FROM the Green Space Place Type TO the Neighbourhoods Place Type and FROM the Neighbourhoods Place Type TO the Green Space Place Type on Map 1 – Place Types; and,

ii) modify the Provincially Significant Wetland Feature on Map 5 – Natural Heritage;

b) the proposed, revised by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM an Urban Reserve (UR2) Zone TO a Holding Residential R8 Special Provision Zone (h-h-129*R8-4(_)) Zone, a Holding Residential R8 Special Provision Zone (h*R8-4(_)) Zone, a Holding Community Shopping Area Special Provision (h-h-129*CSA1(_)) Zone a Holding Community Shopping Area Special Provision (h*CSA1(_)) Zone, and an Open Space (OS5) Zone;

it being noted to ensure the orderly development of the lands the following items will be addressed prior to the removal of the "h" holding provision/through the site plan approval process;

- Transportation – construction of a median to restrict access to the residential portion of the site to rights in/rights out, and to include a one-foot reserve along the Colonel Talbot Road frontage (excluding the access points);
- ensure all reports (Final Environmental Impact Study (EIS), Final Hydrogeological Assessment and Water Balance Analysis) are fully completed and accepted by Staff, and that restoration and compensation works are all carried out to the City's satisfaction;
- final EIS, Final Hydrogeological Assessment and Water Balance Analysis, Servicing Report, Floodline Analysis and Geotechnical Report for the proposed retaining wall be prepared to the satisfaction of the Upper Thames River Conservation Authority (UTRCA);
- a Section 28 Permit from the UTRCA will be required prior to finalizing the development agreement;

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:

- S. Allen, MHBC;
- P. Mills;
- K. Lake;
- R. Delurenits;
- H. Froussios, Zelinka Priamo Ltd., on behalf of the property owner at the southeast corner of Colonel Talbot Road and Southdale; and,
- C. Hindemit;

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, Neighbourhoods Place Type, Shopping Area Place Types, Specific Policy 1070C_ and Natural Heritage Features and Hazards; and,
- the recommended amendment will delineate a natural heritage feature and ensure the appropriate buffers are in place to protect the features and ensure appropriate compensation and mitigation will be implemented at site plan. (2022-D08)

Motion made by: S. Lehman

Seconded by: S. Lewis

That the following amendment BE APPROVED to the associated by-law for 952 Southdale Rd. W.

Amend by adding the word “Maximum” in Section 2. a) iii) Density to the R8-4 Zone.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: A. Hopkins

That item 20, clause 3.10, as amended, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Nays: (4): S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Motion Passed (11 to 4)

Item 20, clause 3.10, as amended, reads as follows:

That the following actions be taken with respect to the application by 1739626 Ontario Limited, relating to the property located at 952 Southdale Road West:

a) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend The London Plan to:

- i) change the Place Type on a portion of the subject lands FROM the Green Space Place Type TO the Neighbourhoods Place Type and FROM the Neighbourhoods Place Type TO the Green Space Place Type on Map 1 – Place Types; and,
- ii) modify the Provincially Significant Wetland Feature on Map 5 – Natural Heritage;

b) the proposed, revised by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official

Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM an Urban Reserve (UR2) Zone TO a Holding Residential R8 Special Provision Zone (h*h-129*R8-4(_)) Zone, a Holding Residential R8 Special Provision Zone (h*R8-4(_)) Zone, a Holding Community Shopping Area Special Provision (h*h-129*CSA1(_)) Zone a Holding Community Shopping Area Special Provision (h*CSA1(_)) Zone, and an Open Space (OS5) Zone;

it being noted to ensure the orderly development of the lands the following items will be addressed prior to the removal of the “h” holding provision/through the site plan approval process;

- Transportation – construction of a median to restrict access to the residential portion of the site to rights in/rights out, and to include a one-foot reserve along the Colonel Talbot Road frontage (excluding the access points);
- ensure all reports (Final Environmental Impact Study (EIS), Final Hydrogeological Assessment and Water Balance Analysis) are fully completed and accepted by Staff, and that restoration and compensation works are all carried out to the City’s satisfaction;
- final EIS, Final Hydrogeological Assessment and Water Balance Analysis, Servicing Report, Floodline Analysis and Geotechnical Report for the proposed retaining wall be prepared to the satisfaction of the Upper Thames River Conservation Authority (UTRCA);
- a Section 28 Permit from the UTRCA will be required prior to finalizing the development agreement;

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:

- S. Allen, MHBC;
- P. Mills;
- K. Lake;
- R. Delurenits;
- H. Froussios, Zelinka Priamo Ltd., on behalf of the property owner at the southeast corner of Colonel Talbot Road and Southdale; and,
- C. Hindemit;

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, Neighbourhoods Place Type, Shopping Area Place Types, Specific Policy 1070C_ and Natural Heritage Features and Hazards; and,
- the recommended amendment will delineate a natural heritage feature and ensure the appropriate buffers are in place to protect the features and ensure appropriate compensation and mitigation will be implemented at site plan. (2022-D08)

21. (4.1) Planning Application Process Changes due to Bill 109, the More Homes For Everyone Act, 2022

Motion made by: S. Lehman

That the staff report dated November 28, 2022 entitled "Planning Application Process Changes due to Bill 109, the More Homes for Everyone Act, 2022", BE RECEIVED for information. (2022-S11)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

8.2 1st Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 1st Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. (1.1) Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. (1.2) Election of Vice Chair

Motion made by: S. Lewis

That Councillor S. Trosow BE APPOINTED Vice Chair for the term ending November 14, 2023.

Motion Passed

3. (2.1) Authorization for Temporary Borrowing (Relates to Bill No. 5)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on December 13, 2022, to authorize the temporary borrowing of certain sums to meet current expenditures of The Corporation of the City of London for the year 2023.

Motion Passed

4. (2.2) Amendments to the Travel and Business Expenses Council Policy (Relates to Bill No. 11)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at

the Municipal Council meeting to be held on December 13, 2022 to amend By-law No. CPOL.-227-479 being “A by-law to revoke and repeal Council policy related to Travel & Business Expenses and replace it with a new Council policy entitled Travel & Business Expenses” to repeal and replace Schedule “A” to the by-law.

Motion Passed

5. (2.3) 2021 Annual Reporting of Lease Financing Agreements

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2021 Annual Reporting of Lease Financing Agreements report BE RECEIVED for information.

Motion Passed

6. (2.4) Expropriation of Lands - Wellington Gateway Project Phase 1 (Relates to Bill No. 12)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, and on the advice of the Director, Realty Services, approval be given to the expropriation of land as may be required for the Wellington Gateway Project, and that the following actions be taken in connection therewith:

a) application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the City of London as approving authority, for the approval to expropriate the land required for the Wellington Gateway project;

b) The Corporation of the City of London serve and publish notice of the above application in accordance with the terms of the *Expropriations Act*,

c) The Corporation of the City of London forward to the Chief Inquiry Officer any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and,

d) the proposed by-law as appended to the staff report dated November 28, 2022 as Schedule “B” BE INTRODUCED at the Council meeting on December 13, 2022 to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions.

Motion Passed

7. (2.5) Declare Surplus - City-Owned Property - Part of Emerson Avenue at Baseline Road East

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property described as a portion of the cul-de-sac at the south end of Emerson Avenue at Baseline Road East, described as the cul-de-sac fronting on 229, 230, 233 and 238 Emerson Avenue, Plan 914 London / Westminster, more particularly described as Parts 1 and 2, Plan 33R-21319, in the City of London (the "Subject Property"), the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property BE TRANSFERRED to the abutting property owner, London Youth for Christ, in accordance with the City's Sale and Other Disposition of Land Policy.

Motion Passed

- 8. (2.6) Declare Surplus - City-Owned Property - Part of 181 Hamilton Road

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property legally described as Part Lot 28, S Hamilton Road, N/E Grey Street, Plan 176 (E), in the City of London, County of Middlesex, being part of PIN # 08313-0062, municipally known as 181 Hamilton Road adjacent 580 Grey Street, the following actions be taken:

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

Motion Passed

- 9. (2.7) Declare Surplus - City-Owned Property - Part of 108 Clarke Road

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property legally described as Part Lot 17, Plan 761 designated as Parts 1, 2, 5 and 6, Plan 33R-11453, S/T Ease over Parts 1 and 2, Plan 33R-11453 as in LT361005; London Township and Part Lot 18, Plan 761 designated as Parts 9 and 10, Plan 33R-11453 London Township, known municipally as 108 Clark Road, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property ("Surplus Lands") BE TRANSFERRED to the abutting property owner in accordance with the City's Sale and Other Disposition of Land Policy in exchange for lands required for road widening along Clarke Road.

Motion Passed

10. (2.8) Human Resources Information System (HRIS) Implementation Partner Successful Proponent – RFP 2022-080

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Enterprise Supports, with the concurrence of representatives from Information Technology Services and Finance Supports, the following actions be taken with respect to the SAP SuccessFactors, Human Resources Information Systems (HRIS) Implementation:

- a) the proposal for implementation partnership, submitted by Price Waterhouse Coopers LLP (PWC), 99 Bank Street, Suite 710, Ottawa, Ontario, K1P 1E4 BE ACCEPTED in accordance with the 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 staff report dated November 28, 2022 as Appendix "A";
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase; and,
- d) the approval hereby given BE CONDITIONAL upon the City of London (The Corporation) entering a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

Motion Passed

11. (4.1) Development Charge Appeal

That, after convening as a tribunal under section 26 of By-law C.P.-1551-337 to hear a complaint under section 20 of the Development Charges Act 1997, S.O. 1997, c. 27, by Neil M. Smiley, Fasken Martineau DuMoulin LLP of the property located at 2365 Innovation Drive, regarding the development charges being appealed, as the amount should be adjusted to reflect the Industrial Development Charge rate and not Commercial on the subject property, as detailed in the attached Record of Proceeding, on the recommendation of the Tribunal, the complaint BE DISMISSED on the basis that the Tribunal finds that the amount of the development charge being applied were correctly determined and no error occurred in the application of the Development Charges By-law.

8.3 1st Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

That the 1st Report of the Community and Protective Services Committee BE APPROVED, excluding item 8 (4.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. (1.1) Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (1.2) Election of Vice-Chair

Motion made by: E. Pelozza

That Councillor D. Ferreira BE APPOINTED Vice Chair of the Community and Protective Services Committee for the term ending November 14, 2023.

Motion Passed

3. (2.1) 2021 Ontario Works Participant and Service Delivery Profile

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated November 29, 2022, with respect to the 2021 Ontario Works Participant and Service Delivery Profile, BE RECEIVED. (2022-S11)

Motion Passed

4. (2.2) Award of Request for Proposal 2022-232 Group Purchasing Organization Services for City of London Long Term Care (Relates to Bill No. 6)

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Social and Health Development, with the concurrence of the Director, Financial Services, the following actions be taken with respect to the staff report, dated November 29, 2022, related to the Award of Request for Proposal 2022-232 for Group Purchasing Organization Services for City of London Long Term Care:

a) the submission from SGP Purchasing Partner Network (SGP), owned and operating by Extendicare (Canada) Inc., 3000 Steeles Ave., Markham, Ontario, L3R 9W2, to purchase, at the City's sole discretion, required items for the Dearness Home, City Golf courses, City Hall Cafeteria, Storybook Gardens, Senior Centres and other Life Stabilization areas such as Discretionary Benefits, BE ACCEPTED for a contract term of two (2) years beginning January 1, 2023, with the option to renew three (3) additional one (1) year terms, in accordance with Section 12.2 b) of the Procurement of Goods and Services Policy;

b) proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022, to:

i) approve the Purchasing and Revenue Share Agreement, as appended to the above-noted by-law, between Extendicare (Canada) Inc., carrying on business as SGP Purchasing Partner Network (SGP) and The Corporation of the City of London, commencing January 1, 2023, for the purpose of participating in a

Purchasing and Revenue Share Program to receive a share of rebates received by the SGP on volume purchases of food products and other related services and products;
ii) authorize the Civic Administration to undertake all the necessary administrative acts in connection with this matter; and,
iii) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2022-S03)

Motion Passed

5. (2.3) 2022-2023 Winter Response Program and Action and Accountability Working Group Update

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated November 29, 2022, with respect to the 2022-2023 Winter Response Program and Action and Accountability Working Group Update, BE RECEIVED. (2022-S11)

Motion Passed

6. (2.4) London Fire Department Automatic Aid Agreement with Central Elgin Fire and Emergency Services (Relates to Bill No. 7)

Motion made by: E. Pelosa

That, on the recommendation of the Acting Fire Chief, with concurrence of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report, dated November 29, 2022, BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022, to:

- a) approve the Automatic Aid Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and The Corporation of the Municipality of Central Elgin regarding the provision of certain fire protection services by Central Elgin to specified areas within London; and,
b) authorize the Mayor and the City Clerk to execute the above-noted by-law. (2022-P16)

Motion Passed

7. (3.1) 4th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 4th Report of the Animal Welfare Advisory Committee, from its meeting held on November 3, 2022:

- a) the following actions be taken with respect to the Animal Welfare Community Advisory Committee (AWCAC) 2022 Budget:
i) M. Blosh, Acting Chair, BE GRANTED delegation status at the November 29, 2022 Community and Protective Services Committee (CPSC) meeting to advise CPSC on the AWAC request for the expenditure of its budget; and,

- ii) the full 2022 Budget expenditure of \$1,500 BE ALLOCATED for the purchase of bird-friendly window collision tape; it being noted that the AWCAC received the attached Sub-Committee Report with respect to the review of the 2022 AWCAC Budget; and,
- b) clauses 1.1, 2.1 to 2.3 and 5.1 to 5.6 BE RECEIVED.

Motion Passed

9. (4.2) Renaming of Paul Haggis Park

Motion made by: E. Pelozo

That the following actions be taken with respect to the communication, dated November 21, 2022, from Councillor E. Pelozo and Mayor J. Morgan, related to the Renaming of Paul Haggis Park:

- a) the Civic Administration BE DIRECTED to begin removing Paul Haggis' name from the city park located at 2875 Bateman Trail and to remove all related references from the City's website; and,
- b) the Civic Administration BE DIRECTED to subsequently begin the process of renaming this location, including consultation with residents in the vicinity;

it being noted that the above-noted communication from Councillor E. Pelozo and Mayor J. Morgan, as well as the communications, as appended to the Added Agenda, from J. Dunn, London Abused Women's Centre and K. O'Brien, with respect to this matter, were received. (2022-M04A)

Motion Passed

10. (4.3) 2022 Parkland Conveyance and Levy By-Law CP-9 Update (Relates to Bill No. 8)

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken, with respect to the staff report, dated November 29, 2022, related to an update on the 2022 Parkland Conveyance and Levy By-law CP-9:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022, to require the conveyance of land for park or other public recreational purposes as a condition of the development or redevelopment of land within the City of London, or the payment of money in lieu of such conveyance (the "Parkland Dedication By-law"); it being noted that the by-law will come into force and effect January 1, 2023;
- b) the Civic Administration BE DIRECTED to undertake a comprehensive review of the Parkland Conveyance and Levy By-law, as required by the COVID-19 Economic Recovery Act, 2020 and the More Homes Built Faster Act, 2022; and,
- c) the Civic Administration BE DIRECTED to undertake the next bi-annual Parkland Conveyance and Levy By-law CP-9 land values update to be completed by January 1, 2025;

it being noted that the delegation request from M. Wallace, London Development Institute, as appended to the Added Agenda, was withdrawn by Mr. Wallace. (2022-C01)

Motion Passed

8. (4.1) Animal Control By-Law

At 2:44 PM, His Worship Mayor J. Morgan, places Councillor E. Pelosa in the Chair.

At 2:45 PM, His Worship Mayor J. Morgan resumes the Chair.

At 3:33 PM, His Worship Mayor J. Morgan, places Councillor E. Pelosa in the Chair.

At 3:37 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: E. Pelosa

That the Civic Administration BE DIRECTED to prepare a staff report to be brought forward to the January 2023 Community and Protective Services Committee meeting with respect to a potential amendment to By-law PH-3, the Animal Control By-law, to permit the keeping of class 7 animals within the City of London, under such requirements as are recommended by the Civic Administration; it being noted that a draft by-law will be included with the staff report;

it being pointed out that the following individuals gave verbal delegations, with respect to this matter:

- B. Child, Reptilia;
- L. Longo, Aird & Berlis LLP;
- Dr. R. Murphy, Reptilia;
- M. Hamers, World Animal Protection;
- M. Blosch;
- J. Van Daele;
- F. Morrison;
- J. Woodyer, Zoocheck;
- Dr. C. Warwick;
- S. Tinney, Animal Justice;
- A.E. Nash, Colorado Reptile Humane Society;
- C. Kuijpers;
- R. Laidlaw, Zoocheck;
- M. Markham; and,
- M. Lerner, Lerner's Lawyers;

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

- M. Lerner, Lerner's Lawyers;
- B. Child, Reptilia;
- L. Longo, Aird & Berlis LLP;
- Dr. R. Murphy, Reptilia;
- M. Hamers, World Animal Protection;
- M. Blosch;
- J. Van Daele;
- K. Lomack;
- F. Morrison;
- J. Woodyer, Zoocheck;
- Dr. C. Warwick;
- S. Tinney, Animal Justice;
- L. White, Animal Alliance Canada;

- A.E. Nash, Colorado Reptile Humane Society;
- C. Kuijpers;
- R. Laidlaw, Zoocheck;
- M. Markham;
- Councillor P. Van Meerbergen;
- K. Smith;
- D. Brooks, Ontario SPCA and Humane Society;
- L. Jackson;
- S. Baisley;
- J. Winston;
- K. Sussman;
- B.K. MacKay; and,
- W. Brown. (2022-P14)

Motion made by: A. Hopkins

Seconded by: D. Ferreira

Motion to approve part a)

That clause 4.1 BE AMENDED following the words, "prepare a staff report" to add

"a) including any related previous recommendations; and

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Peloza, D. Ferreira, and S. Hillier

Nays: (1): P. Cuddy

Motion Passed (14 to 1)

Motion made by: A. Hopkins

Seconded by: D. Ferreira

That clause 4.1 BE AMENDED by adding the follow new part b)

"b) an evaluation of both onsite and offsite programs;"

Yeas: (5): S. Trosow, A. Hopkins, S. Franke, E. Peloza, and D. Ferreira

Nays: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Failed (5 to 10)

Motion made by: P. Van Meerbergen

Seconded by: S. Stevenson

That item 8, clause 4.1, as amended, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Peloza, D. Ferreira, and S. Hillier

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

Motion Passed (13 to 2)

Clause 4.1, as amended, reads as follows:

That the Civic Administration BE DIRECTED to prepare a staff report, including any related previous recommendations, to be brought forward to the January 2023 Community and Protective Services Committee meeting with respect to a potential amendment to By-law PH3, the Animal Control By-law, to permit the keeping of class 7 animals within the City of London under such requirements as are recommended by the Civic Administration; it being noted that a draft by-law will be included with the staff report;

it being pointed out that the following individuals gave verbal delegations, with respect to this matter:

- B. Child, Reptilia;
- L. Longo, Aird & Berlis LLP;
- Dr. R. Murphy, Reptilia;
- M. Hamers, World Animal Protection;
- M. Blosh;
- J. Van Daele;
- F. Morrison;
- J. Woodyer, Zoocheck;
- Dr. C. Warwick;
- S. Tinney, Animal Justice;
- A.E. Nash, Colorado Reptile Humane Society;
- C. Kuijpers;
- R. Laidlaw, Zoocheck;
- M. Markham; and,
- M. Lerner, Lerner Lawyers;

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

- M. Lerner, Lerner Lawyers;
- B. Child, Reptilia;
- L. Longo, Aird & Berlis LLP;
- Dr. R. Murphy, Reptilia;
- M. Hamers, World Animal Protection;
- M. Blosh;
- J. Van Daele;
- K. Lomack;
- F. Morrison;
- J. Woodyer, Zoocheck;
- Dr. C. Warwick;
- S. Tinney, Animal Justice;
- L. White, Animal Alliance Canada;
- A.E. Nash, Colorado Reptile Humane Society;
- C. Kuijpers;
- R. Laidlaw, Zoocheck;
- M. Markham;
- Councillor P. Van Meerbergen;
- K. Smith;
- D. Brooks, Ontario SPCA and Humane Society;
- L. Jackson;
- S. Baisley;
- J. Winston;
- K. Sussman;
- B.K. MacKay; and,
- W. Brown. (2022-P14)

Motion made by: S. Trosow

Seconded by: S. Stevenson

That the Council recess at this time, for 20 minutes.

Motion Passed

The Council recesses at 3:40 PM and resumes at 4:01 PM.

8.4 1st Report of the Civic Works Committee

Motion made by: C. Rahman

That the 1st Report of the Civic Works Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. (1.1) Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (1.2) Election of Vice-Chair

Motion made by: C. Rahman

That Councillor H. McAlister BE ELECTED Vice-Chair of the Civic Works Committee for the term ending November 14, 2023.

Motion Passed

3. (2.1) 4th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 4th Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on November 2, 2022:

a) the Working Group comments with respect to the Revised Notice of Planning Application for Draft Plan of Subdivision for the properties located at 3350, 3480 Morgan Avenue and 1363 Wharnccliffe Road South BE FORWARDED to M. Johnson, Senior Planner, for consideration; and,

b) clauses 1.1, 2.1, 2.2, 3.1 to 3.3 and 6.1 BE RECEIVED.

Motion Passed

4. (2.2) 5th Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 5th Report of the Integrated Transportation Community Advisory Committee, from its meeting held on November 16, 2022:

- a) the following actions be taken with respect to the presentation, dated November 16, 2022, from J. Kelso, AECOM, related to the Southdale Road West Phase 2 Improvements – Southdale Road/Colonel Talbot Roundabout:
 - i) the Civic Administration BE REQUESTED to report back at a future meeting of the Integrated Transportation Community Advisory Committee, in a timely manner, to provide an update as to public comments received through the consultation, and any related design and/or implementation changes as a result; and,
 - ii) the above-noted presentation BE RECEIVED;
- b) the following actions be taken with respect to the staff report, dated March 1, 2022, related to the Mobility Master Plan Appointment of Consultant:
 - i) that the Master Mobility Plan Project Team BE REQUESTED to liaise with D. Foster, Chair, Master Mobility Plan Sub-Committee, with respect to matters related to the sub-committee activity; it being noted that D. Foster will also liaise with other sub-committees of the Integrated Transportation Community Advisory Committee; and,
 - ii) the above-noted staff report BE RECEIVED; and,
- c) clauses 1.1, 2.1, 2.3, 3.1 to 3.4 and 6.1 BE RECEIVED.

Motion Passed

5. (2.3) SS-2022-299 Single Source Contract Renewal: Navistar Original Equipment Manufacturer Replacement Parts

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated November 29, 2022, related to the Single Source Contract Renewal: Navistar Original Equipment Manufacturer Replacement Parts (SS-2022-299):

- a) approval BE GIVEN to exercise the single source provisions of the Procurement of Goods and Services Policy under sections 14.4 (d) and (e) to renew the contract with Carrier Centers, 90 Enterprise Dr. London Ontario N6N 1A8 for the supply and delivery of Navistar Original Equipment Manufacturer (OEM) replacement parts on City owned trucks for a one (1) year contract with an option to renew for five (5) additional years;
- b) the negotiated price of 1% discount (net 30) off the Navistar National Pricing List for all Navistar inventoried and non-inventoried OEM parts BE ACCEPTED; it being noted that the Electronic National Price List is to be provided on a quarterly basis to the City of London Purchasing and Supply Division from Carrier Centers;

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

d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2022-V01)

Motion Passed

6. (2.4) Contract Amendment: RFP21-38 CNG Side Loading Waste Collection Trucks

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated November 29, 2022, related to a Contract Amendment for CNG Side Loading Waste Collection Trucks (RFP 21-38):

a) the Supply and Delivery of Compressed Natural Gas (CNG) Split and Single Stream Side Loading Waste Collection Trucks (RFP 21-38) contract value with Vision Truck Group BE INCREASED by \$110,000.00 to \$2,415,511.00 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract amendment; and,

c) the funding for this project BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2022-V01)

Motion Passed

7. (2.5) 2025 One Water Development Charges Background Study Appointment of Consultant

Motion made by: C. Rahman

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 29, 2022, related to the appointment of a consultant for the 2025 One Water Development Charges Background Study:

a) Aquafor Beech Limited BE APPOINTED as the Consulting Engineer to complete the 2025 One Water Development Charges Background Study in the amount of \$465,814.80 (excluding HST) in accordance with their proposal and Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;

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

c) the Civic Administration BE AUTHORIZED to undertake all the

administrative acts that are necessary in connection with this assignment;

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E13)

Motion Passed

8. (2.6) Vendor of Record Contract Award: Request for Proposal RFP-2022-170 - Rapid Transit Shelter Infrastructure

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 29, 2022, related to an award of contract for the Request for Proposal RFP-2022-170 – Rapid Transit Shelter Infrastructure project:

a) Enseicom BE APPOINTED to undertake engineering and prototype fabrication, at an upset amount of \$563,496.55, including contingency (excluding HST), in accordance with Section 15.2 (e) of the City of London’s Procurement of Goods and Services Policy;

b) the Civic Administration BE AUTHORIZED to appoint Enseicom as the Vendor of Record for fabrication, supply, and installation of rapid transit shelter infrastructure for periods of one (1) year for final engineering design and prototype works and three (3) years for fabrication, supply, and installation with an option for renewal based on positive performance and price;

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

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

e) the funding for the engineering completion and prototype works BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report; 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-T03)

Motion Passed

9. (4.1) Mobility Master Plan Update

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 29, 2022, related to the development of the Mobility Master Plan:

- a) the above-noted staff report BE RECEIVED for the purpose of providing Municipal Council with an update on the progress of the consultation for the Mobility Master Plan; and,
- b) the following Vision and Guiding Principles for the development of the Mobility Master Plan BE APPROVED:

Vision Statement:

In 2050, Londoners of all identities, abilities and means will have viable mobility options to allow them to move throughout the city safely and efficiently, as well as providing connectivity to the Region. The movement of people and goods will be environmentally sustainable, affordable, and supportive of economic growth and development.

Guiding Principles:

- Environmentally Sustainable
- Equitable
- Financially Sustainable
- Healthy and Safe
- Integrated, Connected and Efficient. (2022-T03)

Motion Passed

8.5 3rd Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That Items 1 to 10, inclusive, of the 3rd Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, and D. Ferreira

Absent: (1): S. Hillier

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) London Community Grants Program Innovation and Capital Funding Allocations (2022) – Update

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated December 6, 2022, titled “London Community Grants Program Innovation and Capital Funding Allocations (2022) - Update”, BE RECEIVED for information.

Motion Passed

3. (2.2) Investing in Canada Infrastructure Program Public Transit Stream (ICIP-PTS) – London Transit Commission Highbury Avenue Facility Demolition and Rebuild – Project 1

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports and the Deputy City Manager, Environment & Infrastructure with the concurrence of the General Manager, London Transit Commission, the following actions be taken:

- a) the Civic Administration BE DIRECTED to submit London Transit Commission (LTC) Highbury Avenue Facility Demolition and Rebuild – Project 1 to the Investing in Canada Infrastructure Program Public Transit Stream (ICIP-PTS);
- b) the budget for the project BE APPROVED in accordance with the Source of Financing Report as appended to the staff report dated December 12, 2022, as Appendix “A”; and,
- c) the Civic Administration BE AUTHORIZED to carry out all budget adjustments required to establish the budget for the LTC Highbury Avenue Facility Demolition and Rebuild.

Motion Passed

4. (2.3) Confirmation of Appointment to the Argyle Business Improvement Area

Motion made by: S. Lewis

That the following individuals BE APPOINTED to the Argyle Business Improvement Area Board of Management for the term ending November 14, 2026:

Rob Graham, Chair, Jiffy Lube
Carol Taylor-Wilks, Vice Chair, Carol Wilks Consultants
Frank Boutzis, Treasurer, Easy Financial
Chris Metron, Warehouse Guys
Rob Aiken, Music Central
Deborah Haroun, Children’s Place
Donna Moerenhout, Razor’s Barber Shop
Lina Marie Phillips, Craklins Fish and Chips

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 25, 2022 from B. Mejia, Executive Director, Argyle BIA with respect to this matter.

Motion Passed

5. (2.4) Confirmation of Appointment to Downtown London

Motion made by: S. Lewis

That the following individuals BE APPOINTED to the London Downtown Business Association Board of Management for the term ending November 14, 2026:

Asaad Naeeli, Dos Tacos
Bonnie Wludyka, Citi Plaza
Carolyn Conron, Conron Law Professional Corp
Keith Brett, ANNDining
Kristin Neilson, Glen CORR Management Inc
Marcello Vecchio, Farhi Holdings Corporation

Michelle Giroux, Fanshawe College Downtown Campus
Mike Pottruff, London Police Service
Michaelanne Hathaway, Stache Fabric & Notions
Nick Vander Gulik, Shoppers Drug Mart – Vander Guli Pharmacy Inc
Scott Collyer, Emyrean Communications Resources LLC
Steve Pellarin, London Small Business Centre
David Ferreira, City of London Councillor

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 23, 2022 from B. Maly, Executive Director, London Downtown with respect to this matter.

Motion Passed

6. (2.5) Confirmation of Appointment to the Hyde Park Business Improvement Association

Motion made by: S. Lewis

That the following individuals BE APPOINTED to the Hyde Park Business Improvement Association Board of Management for the term ending November 14, 2026:

Nancy Moffatt Quinn, Moffatt & Powell Rona
Vickie Balazs, Jaydancin
Terryanne Daniel, Synergy Centre
Lorean Pritchard, ReDECOR Consignment
Tom Delaney, Oxford Dodge
Kelsey Watkinson, Curley Brewing Company

it being noted that the Strategic Priorities and Policy Committee received a communication from the Hyde Park Business Improvement Association with respect to this matter.

Motion Passed

7. (2.6) 8th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 8th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on November 10, 2022 BE RECEIVED.

Motion Passed

8. (3.1) Tabling of the 2023 Annual Budget Update

Motion made by: S. Lewis

That the following actions be taken with respect to the Draft 2023-Tax-Supported Annual Update and the Draft Water and Wastewater Treatment Budgets Annual Update:

- a) the Draft Budget documents BE REFERRED to the 2020-2023 Multi-Year annual budget update process; and,
- b) the overview presentation, as appended to the added agenda, by the Deputy City Manager, Finance Supports with respect to the 2023 Budget Update BE RECEIVED;

it being noted that the following documents were provided to the Members, and are available on the City website: Draft Property Tax Supported Budget, 2023 Annual Update and Draft Water and Wastewater & Treatment, 2023 Annual Update.

Motion Passed

9. (4.1) Valerie Terejko - Bill 5 - Stopping Harassment and Abuse by Local Leaders Act, 2022

Motion made by: S. Lewis

That the Mayor BE DIRECTED to write to local MPPs, Premier Doug Ford and the Minister of Municipal Affairs and Housing, on behalf of the municipal council, in support of the proposed Bill 5; it being noted that the Association of Municipalities of Ontario will also be copied on this letter.

Motion Passed

10. (4.2) City of London Corporate Growth Projections 2021-2051

Motion made by: S. Lewis

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the City of London corporate growth forecast:

- a) the staff report BE RECEIVED for information;
- b) the revised final report by Watson and Associates Economists entitled "Population, Housing and Employment Growth Projection Study, 2021-2051", as appended to the staff report dated December 12, 2022 as Appendix "B", BE RECEIVED for information;
- c) the Reference Scenario outlined in the final report prepared by Watson and Associates Economists entitled "Population, Housing and Employment Growth Projection Study, 2021-2051", as appended to the staff report dated December 12, 2022 as Appendix "B", BE ENDORSED for use as the City of London corporate growth forecast, including but not limited to use in forthcoming Planning Act and Development Charges Act initiatives; and,
- d) the Civic Administration BE DIRECTED to report back to Council, through the Strategic Priorities and Policy Committee, in advance of the Ontario Government's deadline, on options, approaches, and necessary investments required to achieve the City of London's assigned housing target of 47,000 new homes;

it being noted that the Strategic Priorities and Policy Committee heard a delegation from C. Mettler and S. Levin, Urban League of London (attached), M. Wallace, Executive Director, London Development Institute and A. Valastro, with respect to this matter.

Motion Passed

9. Added Reports

- 9.1 2nd Report of Council in Closed Session

Motion made by: S. Lehman

Seconded by: S. Stevenson

Motion to approve the 2nd Report of Council in Closed Session, excluding item 4.

1. Unifor Tentative Agreement

That, on the recommendation of the Deputy City Manager, Enterprise Supports the attached Memorandum of Agreement dated September 27, 2022, and Agreed to Items dated June 21 and 22, 2022 concerning the 2022-2025 Collective Agreement for Unifor BE RATIFIED.

2. Offer to Purchase Industrial Land – Innovation Park – Concept Millwork Corporation

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park Phase I, being composed of Part of Block 3, Plan 33M-544 more specifically shown as Part 1 and Part 2, Plan 33R-21109, being part of PIN 081970291, located in the City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Concept Millwork Corporation (the “Purchaser”) to purchase 3.84 acres of the subject property from the City, at a purchase price of \$672,000.00, reflecting a sale price of \$175,000.00 per acre BE ACCEPTED, subject to the conditions and terms set out in the Agreement.

3. Acquisition – Buy Back of Industrial Land from 2842613 Ontario Ltd. – Innovation Industrial Park, Phase II

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to industrial land located in Innovation Industrial Park, Phase II, containing an area of 6.0 acres Part of Block 1, Plan 33M-592, Parts 14 and 17, Plan 33R-20884, located in the City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “C”, the following actions be taken:

- a) the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by The Corporation of the City of London (the “Purchaser”) to repurchase 6.0 acres of the subject property from 2842613 Ontario Ltd., for the sum of \$378,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and,
- b) the financing for the acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

5. Lease of City-Owned Land for Billboard Advertising

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the Lease Agreement between The Corporation of the City of London and Pattison Outdoor Advertising LP, by its general partner Pattison Outdoor Advertising Limited for the Lease of City-owned lands for billboard advertising, the Lease Amending Agreement (the “Lease”), attached as Appendix “A” between The Corporation of the City of London and Pattison Outdoor Advertising LP, by its general partner Pattison Outdoor Advertising Limited, for the lease of up to eight (8) locations as detailed in the agreement BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: S. Stevenson

Motion to approve item 4.

4. Property Acquisition – 2 Kennon Place – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 2 Kennon Place, further described as Lot 10, Plan 449 (4th), being all of PIN 08357-0027 (LT), containing an area of approximately 2,475.00 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 Dana Mary Jeanette Hewitt (the “Vendor”), to sell the subject property to the City, for the sum of \$430,500.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and

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

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: H. McAlister

Seconded by: E. Pelozza

That Introduction and First Reading of Bill No.’s 4 to the revised Bill No. 23 and Added Bill No.’s 24, 25 and 27, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: D. Ferreira

Seconded by: S. Lehman

That Second Reading of Bill No.’s 4 to the revised Bill No. 23 and Added Bill No.’s 24, 25 and 27, and excluding Bill No. 10, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins
Seconded by: P. Van Meerbergen

That Third Reading and Enactment of Bill No.'s 4 to the revised Bill No. 23 and Added Bill No.'s 24, 25 and 27, excluding Bill No. 10 BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

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

That Second Reading of Bill No. 10, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (3): S. Trosow, A. Hopkins, and S. Franke

Motion Passed (12 to 3)

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

That Third Reading and Enactment of Bill No. 10, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (3): S. Trosow, A. Hopkins, and S. Franke

Motion Passed (12 to 3)

Motion made by: C. Rahman
Seconded by: S. Stevenson

That Introduction and First Reading of Bill No. 26, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

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

That Second Reading of Bill No. 26, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

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

That Third Reading and Enactment of Bill No. 26, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

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

Bill No. 4	By-law No. A.-8305-4 - A by-law to confirm the proceedings of the Council Meeting held on the 13th day of December, 2022. (City Clerk)
Bill No. 5	By-law No. A.-8306-5 - A by-law to authorize the City Treasurer or Deputy Treasurer of The Corporation of the City of London to borrow certain sums to meet current expenditures of the Corporation for the year 2023. (2.1/1/CSC)
Bill No. 6	By-law No. A.-8307-6 - A by-law to authorize and approve the Purchasing and Revenue Share Agreement between Extendicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network (“SGP”) and The Corporation of the City of London, commencing January 1, 2023, for the purpose of participating in a Revenue Share Program to receive a share of rebates received by the SGP on volume purchases of food products and other related services and products. (2.2/1/CPSC)
Bill No. 7	By-law No. A.-8308-7 - A by-law to approve the Automatic Aid Agreement between The Corporation of the City of London and The Corporation of the Municipality of Central Elgin; and to authorize the Mayor and Clerk to execute the Agreement. (2.4/1/CPSC)
Bill No. 8	By-law No. CP-25 - A by-law to require the conveyance of land for park or other public recreational purposes as a condition of the development or redevelopment of land within the City of London, or the payment of money in lieu of such conveyance (the “Parkland Dedication By-law”) (4.3/1/CPSC)
Bill No. 9	By-law No. C.P.-1512(bw)-8 - A by-law to amend The Official Plan relating to 4452 Wellington Road South. (3.9a/1/PEC)
Bill No. 10	By-law No. C.P.-1512(bx)-9 - A by-law to amend The Official Plan relating to 952 Southdale Road West. (3.10a/1/PEC)
Bill No. 11	By-law No. CPOL.-227(b)-10 - A by-law to amend By-law No. CPOL.-227-479 as amended, being “A by-law to revoke and repeal Council policy related to Travel & Business Expenses and replace it with a new Council policy entitled Travel & Business Expenses” to repeal and replace Schedule A. (2.2/1/CSC)
Bill No. 12	By-law No. L.S.P.-3505-11 - A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for the Wellington Gateway Project. (2.4/1/CSC)
Bill No. 13	By-law No. L.S.P.-3506-12 - A by-law to designate 634 Commissioners Road West to be of cultural heritage value or interest (2.5/16/PEC – 2022)
Bill No. 14	By-law No. S.-6210-13 - A by-law to assume certain works and services in the City of London. (North Longwoods Phase 3A; 33M-582) (Deputy City Manager, Environment and Infrastructure)
Bill No. 15	By-law No. Z.-1-233070 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3195, 3207 White Oak Road and 2927 Petty Road. (3.1/1/PEC)

Bill No. 16	By-law No. Z.-1-233071 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2846 and 2870 Tokala Trail. (3.2/1/PEC)
Bill No. 17	By-law No. Z.-1-233072 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 870-922 Medway Park Drive. (3.3/1/PEC)
Bill No. 18	By-law No. Z.-1-233073 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 338 Boler Road. (3.4/1/PEC)
Bill No. 19	By-law No. Z.-1-233074 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 6092 Pack Road. (3.5/1/PEC)
Bill No. 20	By-law No. Z.-1-233075 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 931-1225 Southdale Road East. (3.6/1/PEC)
Bill No. 21	By-law No. Z.-1-233076 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 307 Sunningdale Road East. (3.8/1/PEC)
Bill No. 22	By-law No. Z.-1-233077 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 4452 Wellington Road South. (3.9b/1/PEC)
Bill No. 23	By-law No. Z.-1-233078 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 952 Southdale Road West. (3.10b/1/PEC)
Bill No. 24	By-law No. A.-8309-14 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Concept Millwork Corporation, for the sale of City owned industrial land located in Innovation Park Phase I, being composed of Part of Block 3, Plan 33M-544, more specifically shown as Part 1 and Part 2, Plan 33R-21109, being part of PIN 081970291, located in the City of London County of Middlesex, containing an area of approximately 3.84 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/1/CSC)
Bill No. 25	By-law No. A.-8310-15 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2842613 Ontario Ltd., for the re-purchase of industrial land located in Innovation Park Phase II being composed of Part of Block 1, Plan 33M-592, Parts 14 and 17, Plan 33R-20884, City of London, located in the City of London, County of Middlesex, containing an area of approximately 6.0 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/1/CSC)
Bill No. 26	By-law No. A.-8311-16 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Dana Mary Jeanette Hewitt, for the acquisition of the property located at 2 Kennon Place, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/1/CSC)

Bill No. 27	By-law No. A.-8312-17 - A by-law to authorize and approve a Lease Amending Agreement between The Corporation of the City of London and Pattison Outdoor Advertising LP, by its general partner Pattison Outdoor Advertising Limited for billboard advertising, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/1/CSC)
-------------------	---

14. Adjournment

Motion made by: P. Cuddy

Seconded by: S. Stevenson

That the meeting BE ADJOURNED.

Motion Passed

The meeting is adjourned at 4:26 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Schedule "A"

Submitted by the Corporation September 27, 2022 at approximately 6:30PM

This offer is a total package offer – the offer must be agreed in its entirety.

MEMORANDUM OF AGREEMENT

BETWEEN

Dearness Home (The Corporation of The City of London)

(the "Corporation")

AND

UNIFOR

(the "Union")

The representatives of the Corporation and the Union have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect 30 calendar days following ratification by both Parties, and that any benefit changes shall come into effect 30 days following ratification by both Parties unless otherwise indicated. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewed Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.

1. The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters in dispute between them with respect to a renewal collective agreement and that there are no representations (written, oral or otherwise) that either party has relied upon that have not been recorded herein. All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.
2. The Parties agree that the renewed Collective Agreement shall include the "Agreed to items" signed and dated June 21 and June 22, 2022 and the terms and conditions of the Previous Collective Agreement that expires June 30, 2022, except as amended, deleted from or added to by virtue of this Memorandum.

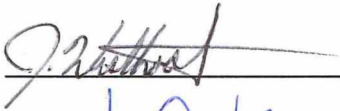
Submitted by the Corporation September 27, 2022 at approximately 6:30PM

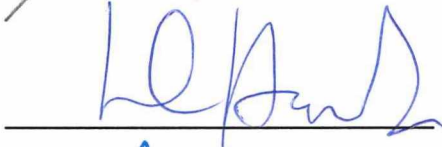
3. Final acceptance of the Memorandum of Agreement is subject to a majority vote in the affirmative by the membership of the Union and the elected Council of The Corporation of the City of London.

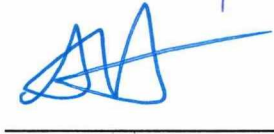
Signed this 27 day of, September, 2022

For the Corporation:





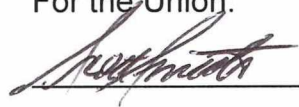


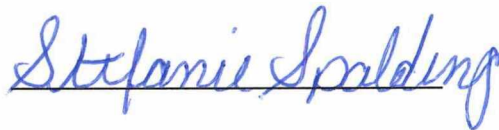






For the Union:

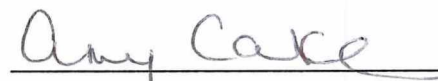


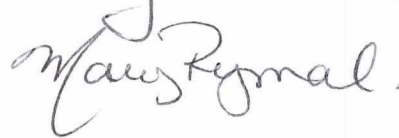












1. ARTICLE 7 – REPRESENTATION

7.6 Local chairperson will be permitted scheduled work time in accordance with Article 14 (paid at their regular wages) up to ~~two (2)~~ **three (3)** eight (8) hour shifts per calendar month to conduct union business. It is understood that such shifts will be day shifts. For the purpose of union business the day shift shall be 8:00 a.m. until 4:00 p.m. Such shifts shall be previously approved by the chairperson's manager or designate.

2. Article 14 – Hours of Work

Amend Article 14.2 (a) as follows:

An employee who works a majority of hours on the afternoon or night shift (**i.e. between the hours of 14:00 and 06:00**) shall receive a \$0.70 shift premium per hour payable for all hours worked.

3. Article 14.7

Increase weekend premium from \$0.55/ hour to **\$0.65/hour** effective **July 1, 2022**.

4. Article 15 – Paid Holidays – Full Time and Part Time

Add:

National Day for Truth and Reconciliation (September 30)

5. Article 16.3 – Sick Leave Full Time Employees Only

....

~~(h) If an employee has had three (3) periods of Sick Leave with pay in a calendar year, the Employer may withhold payment of sick leave for any subsequent absences in that year, notwithstanding that the employee may have accumulated Sick Leave Credits. It is the policy of the Employer and the Union to prevent abuse of Sick Leave and the withholding of any sick leave payment under this Article shall be in addition to and not in substitution for any other action the Employer may take in the event of an unauthorized absence of an employee. Nothing in this clause shall prevent an employee from filing a grievance if they are denied Sick Leave with pay or are disciplined or discharged for alleged unauthorized absence.~~

6. ARTICLE 19 - HOSPITAL, MEDICAL, PENSION , INSURANCE PROGRAM

Amend Article 19.1(a) as follows:

Full – Time Employees Only

(a) The Employer will pay 100% of the premiums for the following benefit programs:

Submitted by the Corporation September 27, 2022 at approximately 6:30PM

- The maximum prescription dispensing fee covered will be \$9.00. Any drug plan will provide for:
 - **mandatory generic substitution** ~~substituting except upon express instruction of a physician;~~
 - **a drug watch program; and**
 - **a specialty drug program.**

- Increase vision care benefit from \$285.00 to **\$350.00** effective 30 days following the date of ratification

ADD NEW provision:

- Add new language:
Dependent coverage for single, dependent children over twenty-one but under twenty-five years of age if enrolled and in full time attendance at an accredited college, university, or school.

 - Increase combined paramedical benefit from \$1000.00 to **\$2000.00** effective 30 days following the date of ratification

 - **NEW LOU:** Mandatory Generic Drug Substitution – as attached

 - **NEW LOU:** Special Circumstances – limited to speciality drugs as described by the insurer
- (h) Permanent active employees and new permanent employees upon completion of probationary period will receive an income indemnity insurance (short term disability) under which insurance an employee who is sick and unable to work will be paid 60% of gross pay or the weekly EI maximum, whichever is greater, at the time of disability. Benefits will commence following a seven (7) day waiting period ~~or upon exhaustion of sick credits whichever is later~~ and shall be paid for a maximum of 26 weeks. The Corporation will pay 100% of the premium and sick payment which will constitute the Employers obligation respecting the 5/12 portion of the UIC premium reduction rebate owing to employees. Effective June 1, 2002 Short Term Disability benefit will increase to 66 2/3% of gross pay at the time of disability.

Clarification note (not to form part of the collective agreement) – the employee can choose to use sick credits available to them beyond the 7 day waiting period.

7. Schedule "A"

Provide for a term commencing July 1, 2022 and ending June 30, 2025 with the following wage increases:

- July 1, 2022 2%
- July 1, 2023 2%
- July 1, 2024 2%

Submitted by the Corporation September 27, 2022 at approximately 6:30PM

- One time adjustment to the RPN (including RPN Wound Care and RPN MDS/RAI Coordinator) wage rates effective July 1, 2022 of \$3.00.
- One time adjustment to the wage rates for all classifications except for Personal Support Worker/Health Care Aide and RPN (including RPN Wound Care and RPN MDS/RAI Coordinator) as follows:
 - effective July 1, 2022 – one time adjustment of \$0.20
 - effective July 1, 2023 – one time adjustment of \$0.20
 - effective July 1, 2024 – one time adjustment of \$0.20
- one time adjustment to the Personal Support Worker/Health Care Aide Classification wage rates effective July 1, 2022 of \$0.15

NOTE: The wage adjustment will be added to the current base wage rate and then the 2% would be applied

NEW LOU: Ontario Government Long Term Care PSW Permanent Wage Enhancement -attached

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON
(DEARNESS SERVICES)**

- and -

UNIFOR, LOCAL 302

Re: Ontario Government Long Term Care PSW Permanent Wage Enhancement Funding

The parties agree that should the Ontario Government discontinue the current Long Term Care PSW Permanent Wage Enhancement Funding during the term of this Collective Agreement, they will meet to discuss.

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON
(DEARNESS SERVICES)**

- and -

UNIFOR, LOCAL 302

Re: Mandatory Generic Drug Substitution – Article 19.01(a)

The parties agree to the following as it relates to the implementation of the mandatory generic drug substitution in Article 19.1(a):

1. The parties agree to grandparent any employee or their dependent who was prescribed and continuously using a brand name drug prior to [insert date of ratification] shall continue to be covered under the applicable insurance plan in accordance with the terms of the plan for the brand name drug until such time as the employee or their dependent is no longer prescribed the drug. Employees or their dependents who meet these criteria and wish to continue coverage of the brand name drug must comply with the process as provided by the Corporation or its delegate. This process shall include proof of payment from the pharmacy verifying the cost and amount paid by the employee or their dependent within 60 days of ratification. If proof of payment and any other requirements are not submitted within 60 days of ratification the Mandatory Generic drug substitution will apply for all brand name drugs continuously prescribed prior to the date of ratification.
2. Employees or their dependents applying for an exemption to mandatory drug substitution in accordance with the insurer's process and Article 19.1(a) of the Collective Agreement shall bear any cost associated with such application save and except that the Corporation will reimburse such employees or their dependents for physician's fees incurred in obtaining that consent/filling out the form on condition that the employee provides a written invoice verifying the cost and amount paid by the employee or their dependent.

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON
(DEARNESS SERVICES)**

- and -

UNIFOR, LOCAL 302

Re: Special Circumstances – limited to specialty drugs as described by the insurer

The parties agree to the following as it relates to circumstances where an employee or their dependent is denied a specialty drug under the drug plan identified in Article 19.1(a):

1. At the request of the Union and with the written consent of the employee, the Corporation will make a request to the insurer to reconsider, based on compassionate/extraordinary grounds, providing the employee or their dependent coverage of the speciality drug that was denied.
2. The Union understands and acknowledges that the Corporation is not responsible, financial or otherwise, to provide coverage of speciality drugs that are denied by the insurer and that consideration of requests made under this Letter of Understanding are at sole discretion of the insurer.

Schedule "B"

Submitted June 21, 2022 at approximately 1:40PM

AGREED TO ITEMS June 21, 2022

1. Increase current 20-minute paid lunch to 30-minute paid lunch
2. ARTICLE 15 – Paid Holidays

Amend as outlined below:

....
15.1

The Lieu Day is to be taken within the year it is accumulated. **Employees in their probationary period will not be provided the Lieu Day.** In the event the employee is unable to take the lieu day, it will be paid out at the end of the year.

3. Article 18 – Bereavement Leave

Amend Article 18.1 as follows:

1. In the event of the death of an employee's wife, husband, partner, child, grandchild, parent, sister or brother, the employer, at the request of the employee will arrange leave of absence with pay, such period not to exceed five **(5) consecutive shifts. days, excluding scheduled days off.** ~~Bereavement leave days taken by part time employees must be taken within a fourteen day calendar period.~~
2. In the event of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, the Employer at the request of the employee, will arrange leave of absence with pay, such period not to exceed three **(3) consecutive shifts days** ~~concluding for Part-time employees on the day of the funeral.~~
3. In the event of the death of an employee's grandmother or grandfather, the Employer at the request of the employee will arrange leave of absence with pay for a period not to exceed two **(2) consecutive shifts.** ~~days concluding for Part-time employees on the day of the funeral.~~
4. In the event of the death of an employee's aunt or uncle, the Employer at the request of the employee will arrange leave of absence with pay for a period not to exceed one **(1) shift.** ~~concluding for Part-time employees on the day of the funeral.~~
5. Any such request will be in writing on forms supplied by the Employer, but because of the nature of the said leave, such forms may be filled in by the employee after returning to work.
6. Pay for bereavement leaves are for scheduled shifts only.

Submitted June 21, 2022 at approximately 1:40PM

7. Bereavement Leaves included in this Article may be extended by two paid days under exceptional circumstances at the discretion of the Home Administrator. In addition, the Home Administrator may grant a one (1) **shift day** paid leave for other occasions of bereavement.
8. All relationships listed in this article will be understood to include “step” relationships and relationships associated with an employee’s common-law spouse or partner of the same sex.
9. In the event bereavement leave is required while an employee is on paid vacation, such paid vacation shall be reaccredited to the employee. Management reserves the right to request proof.
10. **Employees may request to use one shift of their applicable bereavement leave to attend an event related to the bereavement. Such requests shall be made at the time that the employee notifies of the bereavement.**
11. **Bereavement leave under this article will commence on the day of the death of the individual listed and must be taken within fourteen (14) days of the death or such other time as agreed to by the employee’s manager subject to operational needs of the Home.**

4. 17.2 – new language

In accordance with subsection 36(3) of the *Employment Standards Act, 2000*, (as may be amended from time to time), the parties agree that the Corporation shall pay vacation pay for part-time employees that accrues during each pay period on the pay day for that period.

5. Article 21 – Posting of Staff Vacancy – New

The Corporation will endeavour to notify the successful applicant within thirty (30) calendar days of the posting closing. If the notice to the successful applicant cannot be provided within the thirty (30) calendar days, the Corporation shall advise the Union.

6. Article 22 – Filling of Temporary Full time Positions – Part-Time Employees Only
NEW:

The Corporation will endeavour to notify the successful applicant within thirty (30) calendar days of the posting closing. If the notice to the successful applicant

cannot be provided within the thirty (30) calendar days, the Corporation shall advise the Union.

7. Article 22.1 – Filling of Temporary Regular Part Time Positions – Casual Part Time Employees Only – NEW

The Corporation will endeavour to notify the successful applicant within thirty (30) calendar days of the posting closing. If the notice to the successful applicant cannot be provided within the thirty (30) calendar days, the Corporation shall advise the Union.

8. Delete: Letter of Understanding – Uniforms and amend ARTICLE 23 – Uniforms as follows (addressing non-monetary proposals only):

~~23.0 – It is understood and agreed that where employees, other than employees in nursing classifications, are required to wear uniforms, the Employer will supply 4 uniforms to full-time employees and 3 uniforms to part-time employees on an annual basis. The Employer will supply one pair of safety shoes to personnel designated by the Employer, and will replace such shoes as required.~~

~~23.1 – The Employer will supply 4 uniforms annually for staff in a full time capacity in a nursing classification. The Employer will supply two (2) uniforms for staff in a part time capacity in a nursing classification.~~

23.0 **For those employees who are required to wear uniforms, these employees shall be provided with a uniform allowance as follows:**

- **Two hundred dollars (\$200.00) per year for full time employees actively at work to be paid in two installments of one hundred dollars (\$100.00) in May and November each year; and**
- **Ten cents per hour (\$0.10/hour) for part time employees paid biweekly.**

The parties agree that the payment of a uniform allowance for full time employees shall be prorated based on completed months of service. For clarity, employees who are on an *Employment Standards Act* leave are considered to be actively at work.

The Employer will supply one pair of safety shoes to personnel designated by the Employer, and will replace such shoes as required.

9. **Update Schedule A**
- **Include any new job classifications/title changes**

Submitted June 21, 2022 at approximately 1:40PM

- Amend “Volunteer Coordinator” to “Volunteer/Recreation Coordinator”
10. Renew the following letters of understanding:
- Format of Collective Agreement
 - Education Leave
 - Resident Abuse
 - Women’s Advocate
 - Outbreaks in the Workplace
 - Diversity and Inclusion
11. Letter of Understanding - Call-in and Overtime amend as follows:

Call-In Guidelines

1. When calling in part time staff, call phone number listed by the staff person’s name.
2. Names are listed in order of seniority. Shift preferences as listed; will try to acknowledge this but when short, call for any shift.
3. ~~Call-in list will be updated twice a year (June 30th and December 31st).~~
4. A five (5) minute wait time will be used between call-ins to allow staff time to respond with the exception of 21:00 to 7:00 Monday to Friday and 18:00 to 07:00 Saturday and Sunday.
5. If the shift has to be filled within a three (3) hour period of the start of the shift, the 5 minute wait time will not be required.
6. Call-ins received will be offered to all eligible part time employees in order of seniority using a rotating seniority list. Work opportunities shall be offered as received. The most senior part time employee will be offered a choice and if more than one work opportunity is required, the part time employee will only be able to accept one shift, excluding Saturdays and Sundays.

7. For a three (3) month trial period beginning thirty (30) days following the date of ratification, the parties agree to include the step outlined below as part of the call-in process:

If an eight (8) hour shift comes available and the next part time employee on the call-in rotation is currently scheduled to work a four (4) hour shift, the employee will be offered the opportunity to work the eight (8) hour shift. If the employee accepts the eight (8) hour shift, the Employer will offer the opportunity to work the vacated four (4) hour shift to the next employee on the rotation including those part time employees who were offered the original eight (8) hour shift but did not accept.

After the completion of the trial period, the Union and the Employer will meet to review and if both wish to continue with the above step as part of the call-in procedure they shall confirm their agreement in writing.

8. Overtime offered to staff on duty to cover a shift that was not able to be covered through the call-in procedure must be done by seniority. The scheduler or manager/supervisor will offer overtime to the most senior part time staff working and will continue down the seniority list until the shift is accepted. If no part time staff accepts, the offer will go to the most senior full time staff working and will continue down the seniority list until the shift has been accepted.
9. Any demonstrated inequity regarding overtime opportunities brought to the attention of management will be remedied. The remedy will be that the next available overtime opportunity will be offered to the individual. This offer will be extended up to three (3) times.
- ~~10. Employees on the call-in list, who do not accept a call-in in a three (3) month period shall be removed from the call-in list for the following six (6) months.~~

12. Letter of Understanding – Temporary Full-Time Hours amend as follows:

Notwithstanding the criteria of Article 22 of the Collective Agreement, opportunities for temporary full-time hours during the summer months (~~mid-June~~ **May 1** to mid September) will be made available for the following Nursing positions: 15 PSW/HCA, 6 RPNs, 2 Dietary Aides, 2 Housekeeping Aides, 2 Laundry Aides and 1 Cook.

Successful incumbents will only be eligible for one **full week (5 days)** of vacation **and 2 single vacation days**, during the summer months in which they are working in the temporary full time position.

Submitted June 21, 2022 at approximately 1:40PM

13. Letter of Understanding – Emergency Call-In List amend as follows:

1. Part time and **Full time** workers may be placed on an “Emergency Call-in List” for classifications other than **her/his** their own provided that they are qualified to perform the duties with minimal training and orientation.

2. **Emergency call-in lists may be created** for the following classifications ~~will be limited to the specified numbers of workers to be placed on the list:~~

Housekeeping	3 workers
Laundry	2 workers
Activities	1 worker
Cooks	2 workers
Dietary Aide	4 workers
Kitchen Help	4 workers
Personal Support Worker/Health Care Aide	4 workers
Maintenance	2 workers

3. A ~~part time~~ worker may be placed on no more than two (2) lists, and cannot be placed on the list for their own classification.

4. These lists can only be utilized after the Call-in procedure and the Overtime procedure as specified in the collective agreement have been exhausted. **Part time employees on the list will be called in first by order of seniority on a rotating basis followed by full time employees by order of seniority on a rotating basis.**

~~5. The most senior part time applicant(s) will be awarded the position on the list. If a worker on the emergency list declines 3 consecutive emergency shifts, they will be removed from the list. The vacant position on the list will be posted for 14 days. The most senior part time worker will then be awarded the vacant position.~~

6. The rate of pay will be the top rate for the emergency classification.

7. The worker's home classification will have priority for call-ins.

8. Under no circumstances will a worker be awarded a permanent position in their emergency area due to any extra experience gained through this Letter. All permanent postings will continue as per the collective agreement.

14. Letter of Understanding – Regular Part-Time and Casual Part-Time amend as follows:

...

10. Casual Part time employees will be deemed available for all shifts and may be

Submitted June 21, 2022 at approximately 1:40PM

scheduled for any shift with **the exception that they will be provided with two weekends off in every four.**

15. Letter of Understanding – Scheduling Times and Rotations amend as follows:
Regular Part Time Employees Only

NEW:

A vacated part time line as described above and the subsequent vacated part time lines will only be posted a maximum of three (3) times as follows:

- **First posting – vacated part time line;**
- **Second posting – the part time line that is vacated after the employee accepts the above “first” posted line; and**
- **Third posting – the part time line that is vacated after the employee accepts the above “second” posted line.**

Full Time Employees Only

~~3. It is understood that in order for a full time employee to be eligible to apply for a vacated line as outlined above, they must work a shift or hours of work that differ from the vacant line~~

NEW:

A vacated full time line as described above and the subsequent vacated full time lines will only be posted a maximum of three (3) times as follows:

- **First posting – vacated full time line;**
- **Second posting – the full time line that is vacated after the employee accepts the above “first” posted line; and**
- **Third posting – the full time line that is vacated after the employee accepts the above “second” posted line.**

16. Letter of Understanding - Summer Students – PSW/HCA

...

1. The Corporation may seek to employ individuals outside of the bargaining unit to work either full time temporary hours (in accordance with paragraph 3) or part time casual temporary hours in the PSW/HCA classification up to a maximum of 15 positions. **Posting for these positions will occur no later than January 15th.**

...

Submitted June 21, 2022 at approximately 1:40PM

4. The parties agree that individuals hired under the terms of this Letter of Understanding will be considered as casual part time employees under the Collective Agreement. With the exception that Article 21 and Article 12.9 will not apply to individuals hired in accordance with paragraph 2 **and they shall not receive the Lieu Day outlined in Article 15.2.**

17. NEW LOU Weekend Part Time

- New Letter of Understanding - Weekend Part Time

Weekend Part Time employees are those employees who work within the classification of Personal Support Workers/Health Care Aides (PSW/HCA) and/or Registered Practical Nurses (RPN) and work one of the following shifts:

- Day Shift – Saturday and Sunday
- Evening Shift –Saturday and Sunday
- Night Shift – Friday and Saturday

It is understood that a Weekend Part Time employee must work the weekend shift schedule that they have agreed to as outlined above.

The provisions of the Collective Agreement applicable to Part Time employees apply to the Weekend Part Time employees with the following exception outlined below.

- i. They may only be offered opportunities for additional shifts as follows:
 - available shifts on weekends and holidays that the Corporation is unable to fill after offering the shifts through the call in process after all available and qualified employees (who are not Weekend Part Time) have been considered;
 - available shifts for the Christmas schedule after all available and qualified employees (who are not Weekend Part Time) have been considered.
 - Weekend Part Time employees will be offered any of the above additional available shifts in order of seniority on a rotating basis
- ii. Notwithstanding the Letter of Understanding re: Scheduling Times and Rotation, Weekend Part Time will not be considered for vacant Regular Part Time scheduled lines. Should a Weekend Part Time line become vacant on a permanent or temporary basis (12 weeks or greater), it will first be offered to Weekend Part Time employees. Should no Weekend Part Time employee choose to accept a permanent vacant line, the vacant position will be posted in accordance with the Collective Agreement.

Submitted June 21, 2022 at approximately 1:40PM

- iii. Weekend Part Time employee shall take vacation **in** at least one week blocks. A week of vacation is defined as the regularly scheduled shifts in a calendar week. For clarity, Weekend Part Time employees will not be granted single days of vacation.
- iv. Articles 14.1, 14.6, 14.10(c), (f), Article 15.1 (first and second paragraphs) Article 15.3(e), Article 22 and Letter of Understanding Regular Part Time and Casual Part Time will not apply to Weekend Part Time employees.
- v. Notwithstanding Article 14.5 a Weekend Part Time Employee can only “exchange” shifts that are weekend shifts.
- vi. The Corporation shall not post position(s) for Weekend Part Time between April 1st to September 1, unless the parties agree otherwise.

18. New LOU – Responsible RPN Assignment

1. The parties acknowledge that there are times when the scheduled Registered Nurses on shift at the Dearness Home are unable to attend for their shift and the Corporation cannot immediately fill the shifts.
2. The parties agree that Management may assign an RPN as the “Responsible RPN” in the circumstances outlined in paragraph 1 above and the terms outlined below shall apply.
 - I. While assigned as the “Responsible RPN” the employee shall receive an hourly rate equivalent to 142.4% of the 1-year rate for the RPN classification in Schedule A of the Collective Agreement.
 - II. When a Responsible RPN is required, the Corporation shall use the assignment sheet and follow this process:
 - III. Offer the “Responsible RPN” shift by seniority to the MDS/RAI Coordinators on duty during the applicable shift
 - IV. Offer the “Responsible RPN shift by seniority to the RPNs on duty during the applicable shift
 - V. If no RPN accepts the assignment after offering it using the above process, the least senior RPN on the applicable shift will be assigned

Submitted June 21, 2022 at approximately 1:40PM

19. HOUSEKEEPING

Housekeeping changes including: position title updates (not Schedule "A"), past effective dates(as applicable), typos and grammatical errors

For Unifor:

[Handwritten signature]

Meyneal.

Acara

Hil Spalding

Smith

Milbourne

Dee Wilh

For the Corporation:

[Handwritten signature]

K. LORC.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Submitted June 22, 2022 at approximately 9AM

June 22, 2022

Agreed To Item

NEW – Letter of Understanding

Re: Seniority Credit – Vacation Selection

Notwithstanding Article 21.3(a), the parties agree for the purposes of vacation selection, part-time employees and full-time employees, regardless of job classification and without interruption of continuous service, shall receive seniority credit based on their date of hire.

For Unifor:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For the Corporation:

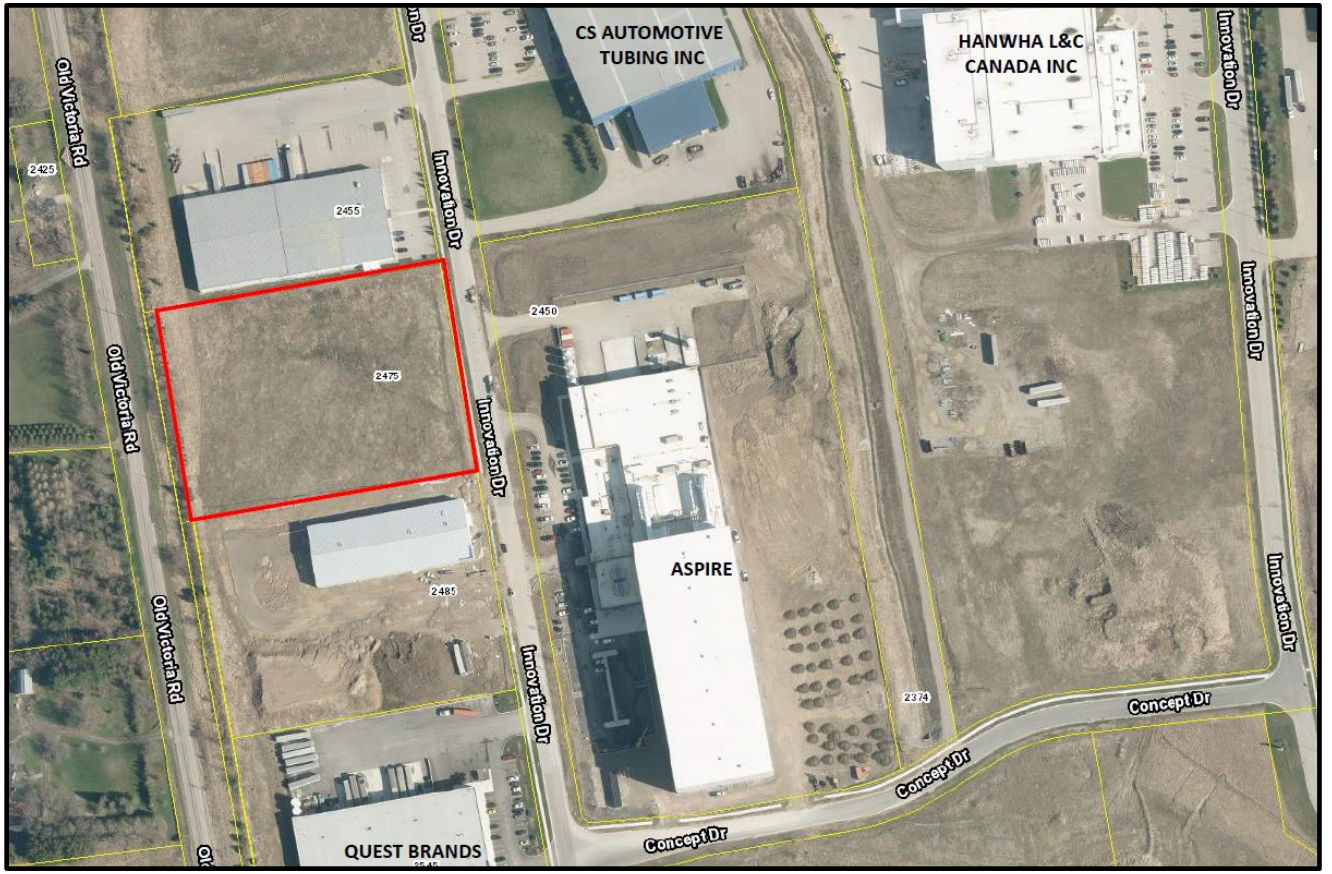
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Appendix A – Location Map Aerial

Zoomed Out



Zoomed In



Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 7th day of NOVEMBER, 2022

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

CONCEPT MILLWORK CORPORATION

Address: 375 Exeter Road, London ON N6E 2Z3

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **INNOVATION PARK**, in the City of London, in the County of Middlesex, containing **3.84 acres**, Part of Block 3 in Plan 33M-544 more specifically shown as Part 1 and Part 2 of Plan 33R-21109 being part of PIN 081970291 located in the City of London, County of Middlesex as shown highlighted in red on Schedule "C" (the "Property"), to this Agreement, for the price of

Six Hundred and Seventy Two Thousand Dollars (\$672,000.00)
of lawful money of Canada calculated at the rate of

One Hundred and Seventy Five Thousand (\$175,000.00)
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

Sixty Seven Thousand & Two Hundred Dollars (\$67,200.00)
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

4. The Purchaser is to be allowed until **March 13th, 2023**, to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed until **March 13th, 2023** to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed on **April 14th 2023**. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and shall consent to the City's registration of a notice of the option in sequence to the registration of the Deed.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, and D attached hereto form part of this Agreement.

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **December 16th 2022**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 7th day of November 2022.

SIGNED, SEALED & DELIVERED

in the presence of


Witness:

) **CONCEPT MILLWORK CORPORATION**

) Purchaser

) 

) **Signature of Signing Officer**

) Alexander (Sandy) McTavish

) President

) I Have Authority To Bind The Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Deposited R Plan"
Schedule "D" attached - "Additional Terms and Conditions"



SCHEDULE "A"

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

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

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR
APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Innovation Park Phase I Part 1 & 2 in Plan 33R-21109
Name, Address, Postal Code of Purchaser:	Concept Millwork Corporation 375 Exeter Road London, ON N6E 2Z3
Local Company:	Yes
Intended Use of Building - (Describe):	Design and Manufacturing Custom Wooden Doors.
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Custom Design and Manufacturing of wooden Doors.
Number of Employees Anticipated:	Estimated +45 (Full Time)
Number of Square Feet of Building Proposed:	80,000 sq. ft. GFA
Number of Square Feet in Property Purchase:	167,270 sq. ft.
Proposed Building Coverage as % of Lot Area:	47.8 %
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Matthew Wilson Certified Specialist, Real Estate Law, Siskinds LLB 275 Dundas St, Suite 1, London, ON, N6B 3L1 519-660-2061 matthew.wilson@siskinds.com
Telephone:	
Purchaser's Executive Completing this Form:	Concept Millwork Corporation  (signature) Alexander (Sandy) McTavish President I have authority to bind the Corporation

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SM

SCHEDULE "B"

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

4.10 Attachment "A"

Disposal of Industrial Land Procedures

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

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

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

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

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

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

General

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

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

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

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

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

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

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

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

Paramountcy of Schedule "D"

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

Assignment of Agreement

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

Sewage Sampling Manholes

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

Municipal Services and Roadway Easements

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

Release of Information

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

Development Agreement

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

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Buyer, at the Buyer's expense, determining the feasibility of the Buyer's intended use for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than March 13, 2023 that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than March 13, 2023. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than March 13, 2023. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Survival of Conditions

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

Urban Design Guidelines for Innovation Park

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

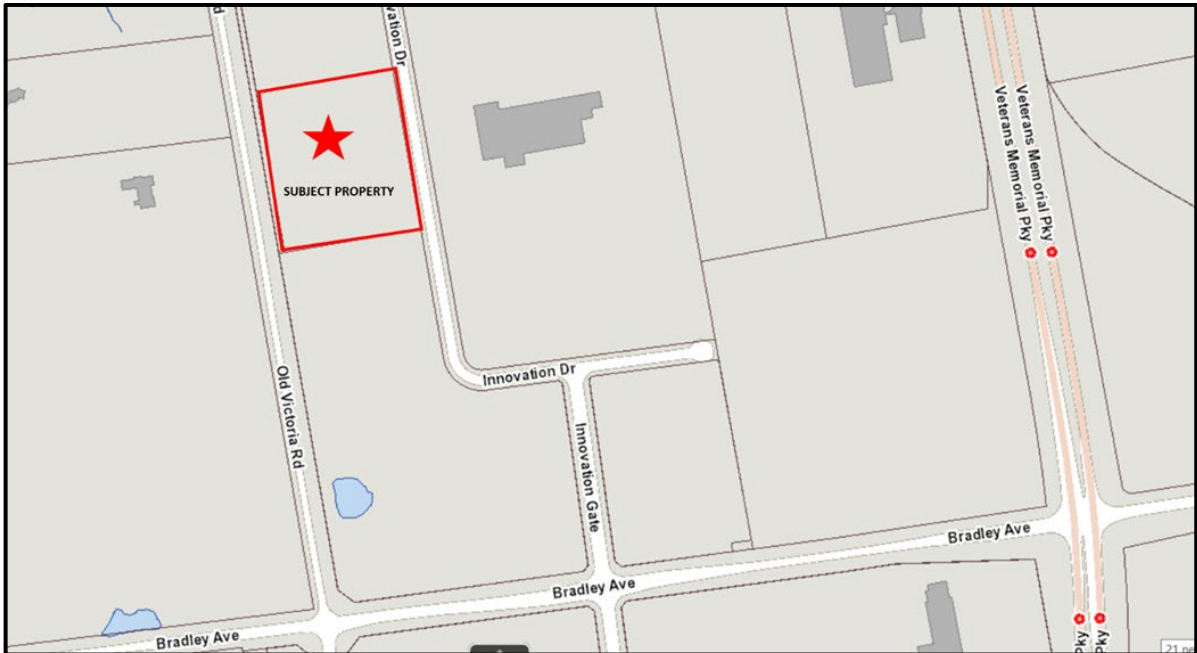
Special Provisions of Innovation Park Subdivision Agreement

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

proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and

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

Appendix C – Location Map and Aerial



Aerial shown for illustration purposes

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 2842613 ONTARIO LTD.

REAL PROPERTY:

Address

Location WEST SIDE OF INNOVATION DRIVE

Measurements 460.81 ft x 554.32 ft x 473.97 ft x 554.32 ft x 13.16 ft (6 acres)

Legal Description: PART OF BLOCK 1, PLAN 33M592, PARTS 14 & 17 ON 33R20884 CITY OF LONDON, located in the City of London, County of Middlesex as shown highlighted in red on Schedule "A" (the "Property"), being all of PIN 08197-0319 (LT).

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be Three Hundred and Seventy-Eight Thousand Dollars CDN (\$378,000.00) 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" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **December 16th, 2022**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **January 13th, 2023** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **January 27th, 2023**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

Appendix B – Agreement of Purchase and Sale Cont'd

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 _____, 2022

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix B – Agreement of Purchase and Sale Cont'd

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 16th day of November 2022.

SIGNED, SEALED AND DELIVERED
In the Presence of

2842613 Ontario Ltd.

Per: 

Name: Matin Sanaat

Title: Director

I/We Have the Authority to Bind the Corporation

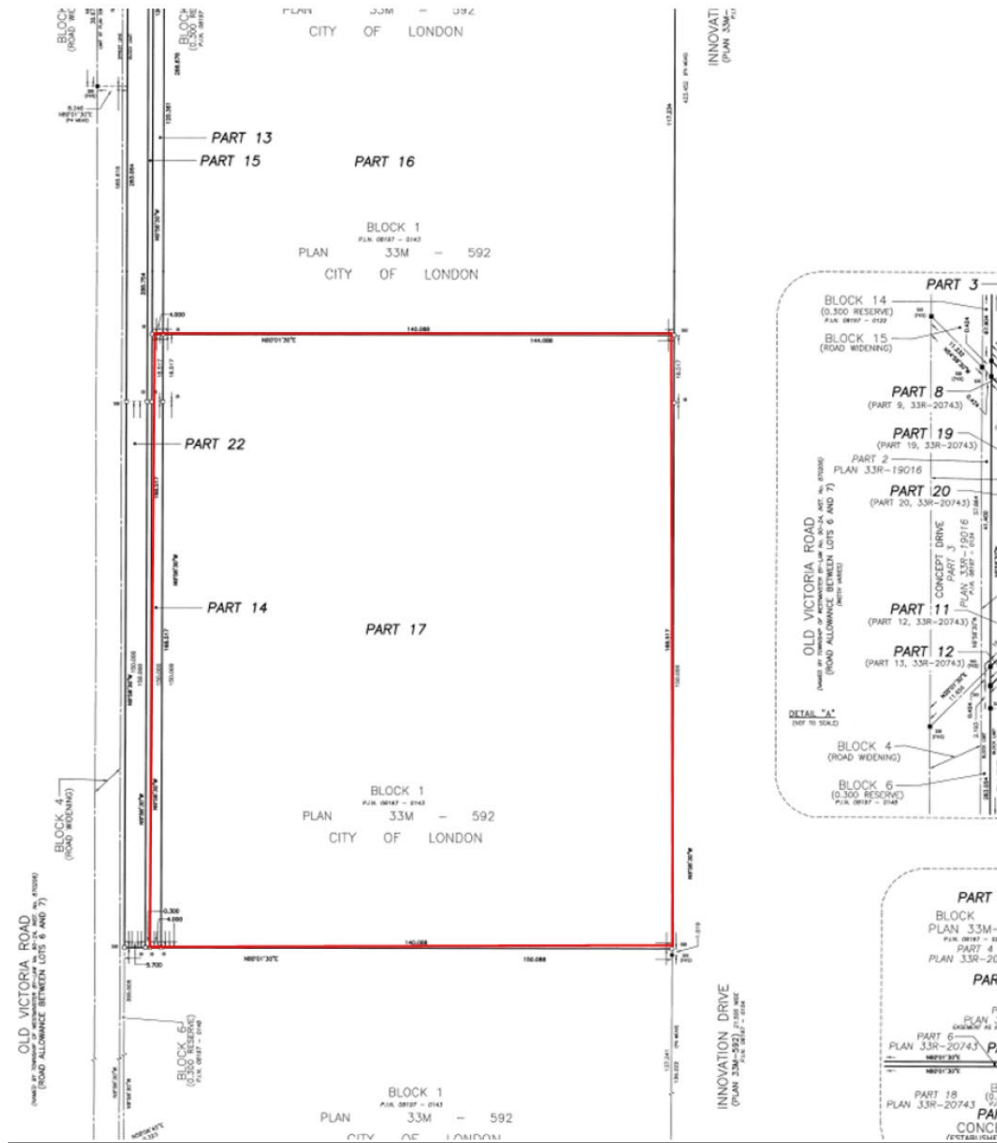
VENDOR'S LAWYER: Peter A. Saad, Partner, Corporate & Commercial, Loopstra Nixon LLP, 135 Queens Plate Drive, Suite 600, Toronto, On, Canada M9W 6V7, Phone : 416.748.5264, Email : psaad@loonix.com

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor II, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-5530

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "A"

6 ACRE PARCEL PT BLK 1, PLAN 33M592, PTS 14 & 17 ON 33R20884



Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE B

1. **FARM LEASE:** If applicable, the Vendor agrees to terminate any existing farm lease for the property on or before the Closing of this transaction.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten business days after the Purchaser's receipt of the Direction re: Funds.
3. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax).

Appendix A – Source of Financing Report

Appendix "A" Confidential

#22155

November 28, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - Buy Back of Industrial Land
Innovation Industrial Park, Phase II
(Subledger LD220145)
Capital Project ID1145 - Future Industrial Land Acquisition
2842613 Ontario Ltd.

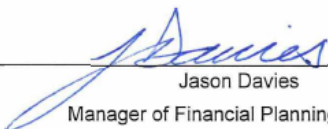
Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	43,064,725	40,436,904	390,833	2,236,988
City Related Expenses	32,570	32,570	0	0
Total Expenditures	\$43,097,295	\$40,469,474	\$390,833	\$2,236,988
Sources of Financing				
Capital Levy	1,100,000	1,100,000	0	0
Debenture By-law No. W.-1716(f)-146	10,200,000	10,200,000	0	0
Drawdown from Industrial Land Reserve Fund	16,597,295	13,969,474	390,833	2,236,988
Debenture By-law No. W.-1716(f)-146 (Serviced through Industrial Land Reserve Fund)	15,200,000	15,200,000	0	0
Total Financing	\$43,097,295	\$40,469,474	\$390,833	\$2,236,988

Financial Note:

Purchase Cost	\$378,000
Add: Legal Fees etc.	2,000
Add: Land Transfer Tax	4,145
Add: HST @13%	49,400
Less: HST Rebate	<u>-42,712</u>
Total Purchase Cost	\$390,833

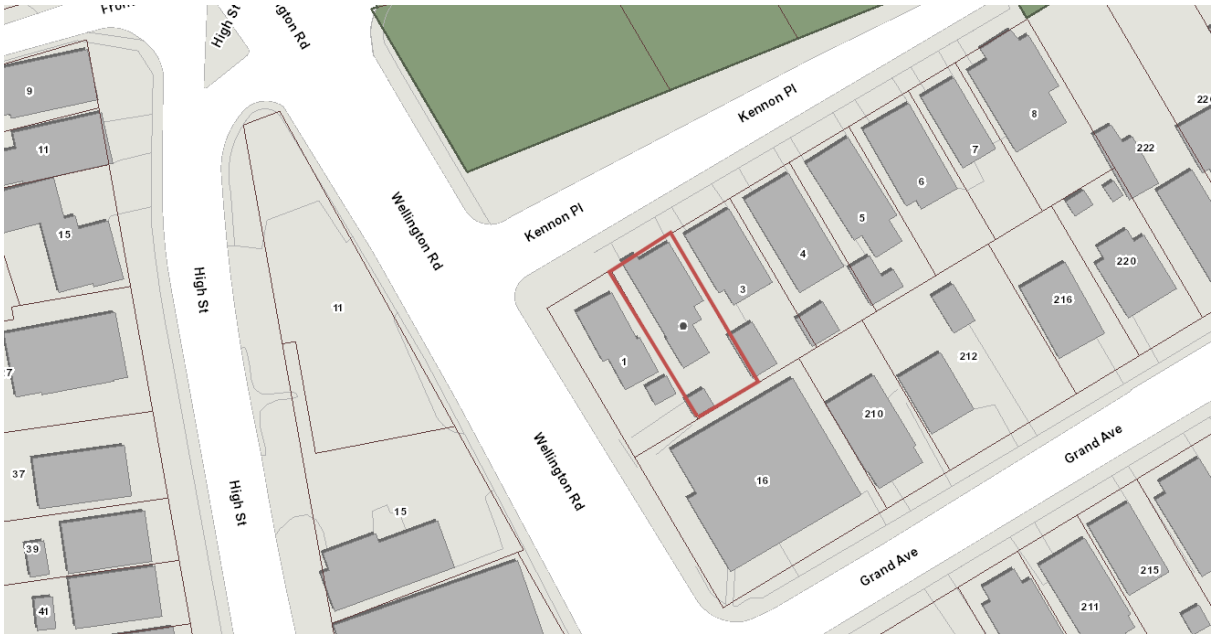


Jason Davies
Manager of Financial Planning & Policy

jg

Appendix B – Location Map

2 Kennon Place



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: DANA MARY JEANETTE HEWITT

REAL PROPERTY:

Address 2 Kennon Place, London, ON N6C 1K7

Location East side of Wellington Road, South of Kennon Place

Measurements approximately 229.93 m²/ 2,475.00 ft²

Legal Description Lot 10, Plan 449 (4th), in the City of London, County of Middlesex, being all of PIN 08357-0027 (LT), (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR HUNDRED AND THIRTY THOUSAND FIVE HUNDRED DOLLARS, CDN (\$430,500.00) 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 December 16th, 2022, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on January 13th, 2023, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on January 27th, 2023. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation, if this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** 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 21st day of October, 2022.

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: 
Name: Dana Hewitt
Title: _____

dtruelove@nesbittlaw.com

VENDOR'S LAWYER: Derek Truelove 519-539-1234

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

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the completion of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 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 \$21,525.00, 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. **LEASE CONDITION:** This offer is conditional upon the Purchaser and Vendor entering into a residential 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 January 27, 2023. 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.
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

#22153

November 28, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 2 Kennon Place - Wellington Gateway Project
(Subledger LD220052)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Dana Mary Jeanette Hewitt

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	24,032,900	20,197,265	469,136	3,366,499
Total Expenditures	\$24,032,900	\$20,197,265	\$469,136	\$3,366,499
Sources of Financing				
Capital Levy	2,527,303	2,123,947	49,334	354,022
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	20,505,597	18,073,318	419,802	2,012,477
Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges)) (Note 1)	1,000,000	0	0	1,000,000
Total Financing	\$24,032,900	\$20,197,265	\$469,136	\$3,366,499

Financial Note:

Purchase Cost	\$430,500
Add: Legal Fees etc.	25,525
Add: Land Transfer Tax	5,085
Add: HST @13%	59,283
Less: HST Rebate	-51,257
Total Purchase Cost	\$469,136

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


Jason Davies
Manager of Financial Planning & Policy

ig

Appendix A – Lease Amending Agreement

LEASE RENEWAL AND AMENDING AGREEMENT

THIS AMENDMENT AND EXTENSION AGREEMENT is made in triplicate this ___ day of _____, 20__.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the “City”)

- and -

PATTISON OUTDOOR ADVERTISING LP

by its general partner Pattison Outdoor Advertising Ltd.

(hereinafter referred to as the “Lessee”)

WHEREAS:

- A. By a lease dated October 23rd, 2017 (the “**Lease**”) between the City and Lessee, the City leased certain parcels of land (collectively, the “**Land**”) as more particularly described in Schedule “A” of the Lease, to the Lessee, for and during a term (referred to in the Lease as “**Term**”) of five (5) years expiring on December 31st, 2022;
- B. The Agreement provided for two (2) options to renew the Lease with respect to the Land for a term of five (5) years each, from and after the expiration of the Term, provided certain notice requirements were met;
- C. As a result of further discussions, the parties have agreed to amend the Agreement and to extend the Term of the Agreement as hereinafter set forth;
- D. For the purposes of this Lease Renewal and Amending Agreement, the Lease and the Lease Renewal and Amending Agreement are collectively referred to as the “**Lease**”;

NOW THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

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

Pursuant to Section 2 of the Lease, the parties agree to extend the Term of the Lease for a further period of five (5) years commencing January 1st, 2023 and ending December 31st, 2027 (“**Extension Term**”) upon the same terms and conditions of the Lease except as modified in this

N.

Lease Renewal and Amending Agreement. The City reserves the right, at its sole discretion, to renew the contract, in whole or in part, for up to one (1) additional five (5) year period.

3. Payment

Pursuant to Section 4.1 of the Lease, and specifically during the Extension Term, the Lessee agrees to pay to the City the annual lease fee for each respective parcel of Land, based upon the advertising sign located thereon, as specified in Schedule "B" attached hereto, which amount shall be payable in equal quarterly installments commencing on January 1st, April 1st, July 1st, October 1st (the "**Payment Date(s)**") in each year of the Extension Term.

For any advertising sign that is in operation is for less than a full calendar year, the lease fee applicable to that payment year for that parcel of Land shall be pro-rated and multiplied by a fraction, the numerator of which is the number of days from the first day payment is applicable to the last day of that payment year and/or the earlier expiration the Lease, and the denominator of which is the total number of days in that payment year.

4. Upgrade of Sign Inventory:

During the Term of this Lease, the City agrees that the Lessee shall be permitted to replace its existing static advertising display faces on parcel 2 and parcel 4 with LED displays, provided that the Lessee has received all requisite governmental approvals. In the event of the foregoing, the Lessee's annual lease fee for each respective parcel of Land shall be increased from the amounts listed on Schedule "B" to Schedule "B-1", and the Lessee's annual payment to the City shall be prorated from the in-service date of each sign, which date shall be the date which an electrical connection to the sign is first established and the sign is actively displaying advertising copy, to the next Payment Date. For greater certainty, parcel 2 currently has one (1) static and one (1) digital sign face, which may be converted to two (2) digital sign faces, while parcel 4 currently has two (2) static sign faces, which may be converted into one (1) static and one (1) digital sign face.

5. Renewal:

Section 5.1 of the Lease shall be deleted in its entirety and replaced with the following:

- a) **Termination by City for cause.** The City may terminate this Agreement in its entirety or in relation to a portion of the areas described in Schedule "A" and require that the Lessee vacate any and all premises by providing one hundred eighty (180) days written notice to the Lessee, without prejudice to any other remedy that City may have, upon the occurrence of any of the following:
 - i) Nonpayment. Lessee fails to pay or cause to be paid by any amount that has become due and payable by it within ten (10) days after notice of such failure;
 - ii) Material breach. Lessee defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, and after

10.

thirty (30) day's written notice and an opportunity to cure, such breach or failure is not cured; and

- iii) Insolvency. Lessee becomes insolvent, or fails generally to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors; commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with creditors, under any bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law of Canada or any Province thereof for the relief of creditors or affecting the rights or remedies of creditors generally;

The following paragraphs shall be inserted immediately following Section 5.1(a) of the Lease:

- 5.1(b) The City, in its sole and reasonable discretion, may terminate this Lease as it pertains to a specific parcel of land upon which the Lessee has a Sign, upon one hundred and twenty (120) days prior written notice to the Lessee if the City bona fide requires the leased area for or in connection with a municipal need, which would require the removal of the Sign. On the termination date, the Licensee shall remove its Sign, and may invoice the City for its removal costs up to a maximum twenty-five thousand (\$25,000.00) dollars per site, and all fees and other charges owing by the Lessee to the City shall be apportioned and paid to the termination date, and this Lease for that parcel will be fully and completely ended as of the termination date. The parties further agree that there will be no penalty or expense to the City for lost revenue associated with early termination.
 - 5.1(c) Notwithstanding Section 5.1(b), the Lessee acknowledges having received prior notice of a municipal need that will require the permanent and early removal of the Lessee's Signs from parcels 3 and parcel 6, and the applicable termination notice period shall be reduced to sixty (60) days. The Lessee acknowledges the City is not responsible for any removal costs associated with parcels 3 and 6. Removal cost for parcels 3 and 6 to be borne entirely by the Lessee.
- 6. The Lessee represents and warrants that it has the right, full power and authority to agree to amend the Lease as provided in this Lease Renewal and Amending Agreement.
 - 7. The terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Lease Renewal and Amending Agreement. All capitalized terms and expressions when used in this Lease Renewal and Amending Agreement have the same meaning as they have in the Lease, unless a contrary intention is expressed herein.
 - 8. This Lease Renewal and Amending Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the City and the permitted successors and permitted assigns of the Lessee.



9. It is understood and agreed that all terms and expressions when used in this Lease Renewal and Amending Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

WITNESS my hand and seal at London, Ontario this _____ day of _____.

IN WITNESS WHEREOF the Company has affixed its corporate seal, attested by the hands of its daily authorized officers this 14th day of November.

Witness:

PATTISON OUTDOOR ADVERTISING LP.
by its general partner, PATTISON OUTDOOR
ADVERTISING LTD.

PER:  _____

NAME: NICHOLAS CAMPNEY _____

TITLE: DIRECTOR, LEASING AND LEGISLATION _____

I/We Have the Authority to Bind the Corporation

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

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Shulthess, City Clerk

**SCHEDULE B Current Portfolio:
LEASE FEE PER LOCATION**

Location	Panels	Products	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
1. South side of York Street, west of Lyle Street at the Adelaide Street Overpass	LN02549A	1 Static	\$5,299.38	\$5,458.36	\$5,622.11	\$5,790.78	\$5,964.50	\$28,135.13
2. West side of Wellington Street, north of Bathurst Street	LN02543A/B	1 Digital 1 Static	\$25,124.20	\$25,877.93	\$26,654.26	\$27,453.89	\$28,277.51	\$133,387.79
3. East side of Wellington Road at the South Bank of the Thames River at the Bridge	LN02545A/B	2 Digital	\$39,649.64	\$40,839.13	\$42,064.30	\$43,326.23	\$44,626.02	\$210,505.32
4. West side of Richmond Street, north of Bathurst Street	LN02548A/B	2 Static	\$10,598.76	\$10,916.72	\$11,244.22	\$11,581.55	\$11,929.00	\$56,270.26
5. East side of Wellington Street, south of York Street	LN02544A/B	2 Static	\$10,598.76	\$10,916.72	\$11,244.22	\$11,581.55	\$11,929.00	\$56,270.26
6. East side of Wellington Street, south of Front Street	LN02546A/B	2 Static	\$10,598.76	\$10,916.72	\$11,244.22	\$11,581.55	\$11,929.00	\$56,270.26
7. East side of Adelaide Street, north of Ada Street	LN02550A/B/C/D	4 Static	\$21,197.52	\$21,833.45	\$22,488.45	\$23,163.10	\$23,858.00	\$112,540.51
8. North side of Horton Street, east side of Richmond Street	LN02547A	1 Digital	\$19,824.82	\$20,419.56	\$21,032.15	\$21,663.12	\$22,313.01	\$105,252.66
TOTAL PAYMENT			\$142,891.84	\$147,178.60	\$151,593.95	\$156,141.77	\$160,826.02	\$758,632.18

Legend

Digital Face Value Year 6	\$19,824.82
Static Face Value Year 6	\$5,299.38
Annual Increase	3%

SCHEDULE B1 Current Portfolio
With Conversion of Locations 2 & 4 to Digital Advertising Faces:
LEASE FEE PER LOCATION

Converted Inventory

Location	Panels	Products	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
2. West side of Wellington Street, north of Bathurst Street	LN02543A/B	2 Digital	\$39,649.64	\$40,839.13	\$42,064.30	\$43,326.23	\$44,626.02	\$210,505.32
4. West side of Richmond Street, north of Bathurst Street	LN02548A/B	1 Digital 1 Static	\$25,124.20	\$25,877.93	\$26,654.26	\$27,453.89	\$28,277.51	\$133,387.79
TOTAL PAYMENT			\$64,773.84	\$66,717.06	\$68,718.57	\$70,780.12	\$72,903.53	\$343,893.11

Existing Inventory – X Subject to Removal

Location	Panels	Products	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
1. South side of York Street, west of Lyle Street at the Adelaide Street Overpass	LN02549A	1 Static	\$5,299.38	\$5,458.36	\$5,622.11	\$5,790.78	\$5,964.50	\$28,135.13
3. East side of Wellington Road at the South Bank of the Thames River at the Bridge	LN02545A/B	2 Digital	\$39,649.64	\$40,839.13	\$42,064.30	\$43,326.23	\$44,626.02	\$210,505.32
5. East side of Wellington Street, south of York Street	LN02544A/B	2 Static	\$10,598.76	\$40,839.13	\$11,244.22	\$11,581.55	\$11,929.00	\$56,270.26
6. East side of Wellington Street, south of Front Street	LN02546A/B	2 Static	\$10,598.76	\$10,916.72	\$11,244.22	\$11,581.55	\$11,929.00	\$56,270.26
7. East side of Adelaide Street, north of Ada Street	LN02550A/B/C/D	4 Static	\$21,197.52	\$21,833.45	\$22,488.45	\$23,163.10	\$23,858.00	\$112,540.51
8. North side of Horton Street, east side of Richmond Street	LN02547A	1 Digital	\$19,824.82	\$20,419.56	\$21,032.15	\$21,663.12	\$22,313.01	\$105,252.66
TOTAL PAYMENT			\$107,168.88	\$110,065.98	\$113,050.00	\$116,123.54	\$119,289.28	\$565,697.68
TOTAL PORTFOLIO PAYMENT			\$171,942.72	\$176,783.04	\$181,768.57	\$186,903.66	\$192,192.81	\$909,590.79

10

January 10, 2023

Dear Colleagues,

At the PEC standing committee on Monday January 9th concerns were raised by ECAC Chair Sandy Levin regarding the inability for Advisory Committees to have in-person or hybrid meetings. Since new committees were constituted, they have had no opportunity to meet even once in person.

This issue was also raised the following day at the CWC standing committee as a result of the ITCAC report and the ESACAC delegation.

HOWEVER, it is neither PEC, nor CWC where direction for governance or process structure for CACs is decided. While CAC's report through various standing committees of council, it is only SPPC that can direct changes which would impact all of those CACs.

We believe all members of council can recognize the difficult to quantify but undeniable benefit to being able to meet face-to-face with those we work with. In fact, Council and council's standing committees and most of, if not all, of the external agencies, boards, and commissions on which we, as well as public appointees serve, have returned to in-person or hybrid meetings.

If we are going to continue to have advisory committees and ask members of the public to give their time to these committees, we believe it is important they are afforded an opportunity to attend meetings in person if they wish to do so.

Therefore, we are asking for your support for the following motion:

That item 7 (5.2) of the 2nd report of CWC with respect to actions on the report from ITCAC BE REFERRED to the next regular meeting of SPPC for consideration.

We also wish to take this opportunity to inform colleagues that it is our intention to bring forward the following motion on the same SPPC agenda;

That Civic Administration BE DIRECTED to make necessary arrangements for hybrid meeting accommodations for all community advisory committees, allowing members to attend virtually or in-person as they individually choose, no later than the end of Q2 2023.

Respectfully,



Shawn Lewis,
Deputy Mayor



Corrine Rahman
Councillor, Ward 7

Corporate Services Committee Report

2nd Meeting of the Corporate Services Committee
January 9, 2023

PRESENT: Councillors S. Lewis (Chair), H. McAlister, S. Stevenson, S. Trosow, D. Ferreira, Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil; L. Livingstone, A. Barbon, S. Corman, M. Goldrup, A. Hagan, A. Job, J. Taylor, B. Westlake-Power

Remote Attendance: Councillors P. Cuddy, C. Rahman; B. Card, D. Dubois, A. Dunbar, P. Kokkoros, M. Schulthess

The meeting is called to order at 12:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Trosow

Seconded by: D. Ferreira

That consent items 2.1 to 2.6, BE APPROVED.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 Argyle Business Improvement Area 2023 Proposed Budget – Municipal Special Levy

Moved by: S. Trosow

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Argyle Business Improvement Area:

- a) the Argyle Business Improvement Area proposed 2023 budget submission in the amount of \$295,620 BE APPROVED as outlined in Schedule "A", as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2023 fiscal year for the purposes of the Argyle Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$215,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law A.-6873-292 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and
- d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule "C", with respect to a Municipal Special Levy for the

Argyle Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

2.2 Hamilton Road Business Improvement Area 2023 Proposed Budget – Municipal Special Levy

Moved by: S. Trosow
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Hamilton Road Business Improvement Area:

- a) the Hamilton Road Business Improvement Area proposed 2023 budget submission in the amount of \$115,065 BE APPROVED as outlined in Schedule “A” as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2023 fiscal year for the purposes of the Hamilton Road Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$70,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law C.P.-1528-486 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and
- d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule “C”, with respect to a Municipal Special Levy for the Hamilton Road Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

2.3 Hyde Park Business Improvement Area 2023 Proposed Budget – Municipal Special Levy

Moved by: S. Trosow
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Hyde Park Business Improvement Area:

- a) the Hyde Park Business Improvement Area proposed 2023 budget submission in the amount of \$780,000 BE APPROVED as outlined in Schedule “A” as appended to the staff report;
- b) the amount to be raised by The Corporation of the City of London for the 2023 fiscal year for the purposes of the Hyde Park Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$530,000;
- c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1519-490 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the

Municipal Act, 2001; and

d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule “C”, with respect to a Municipal Special Levy for the Hyde Park Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

2.4 London Downtown Business Association 2023 Proposed Budget –
Municipal Special Levy

Moved by: S. Trosow

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the London Downtown Business Association:

a) the London Downtown Business Association proposed 2023 budget submission in the amount of \$1,920,043 BE APPROVED as outlined in Schedule “A” as appended to the staff report;

b) the amount to be raised by the Corporation of the City of London for the 2023 fiscal year for the purposes of the London Downtown Business Association and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$1,943,343;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-2 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule “C”, with respect to a Municipal Special Levy for the London Downtown Business Association BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

2.5 Old East Village Business Improvement Area 2023 Proposed Budget –
Municipal Special Levy

Moved by: S. Trosow

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Old East Village Business Improvement Area:

a) the Old East Village Business Improvement Area proposed 2023 budget submission in the amount of \$250,350 BE APPROVED as outlined in Schedule “A” as appended to the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2023 fiscal year for the purposes of the Old East Village Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$42,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 9, 2023 as Schedule “C”, with respect to a Municipal Special Levy for the Old East Village Business Improvement Area BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023.

Motion Passed

2.6 Ontario Lottery and Gaming Corporation - Amendment to the Municipality Contribution Agreement

Moved by: S. Trosow

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated January 9, 2023 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023 to:

a) approve the Amendment to the Municipality Contribution Agreement (Appendix "A", Schedule 1) between the Ontario Lottery and Gaming Corporation and The Corporation of the City of London (“Amending Agreement”);

b) authorize the Mayor and the City Clerk to execute the Amending Agreement;

c) delegate authority to the City Treasurer, or written delegate, to approve further amending agreements to the Municipality Contribution Agreement between the Ontario Lottery and Gaming Corporation and The Corporation of the City of London (“Agreement”); and to the Mayor and Clerk to execute future amending agreements; and

d) authorize the City Treasurer, or written delegate, to execute any reports or documents required under the Agreement.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

Moved by: S. Trosow

Seconded by: H. McAlister

That items 4.2 to 4.6, BE APPROVED.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4.2 Application - Issuance of Proclamation - Sikh Heritage Month

Moved by: S. Trosow
Seconded by: H. McAlister

That based on the application dated November 21, 2022 from the London Sikh Society, the month of April 2023 BE PROCLAIMED Sikh Heritage Month.

Motion Passed

4.3 Application - Issuance of Proclamation - International Day of Zero Tolerance for Female Mutilation/Cutting

Moved by: S. Trosow
Seconded by: H. McAlister

That based on the application dated December 7, 2022 from End FGM Canada Network, February 6, 2023 BE PROCLAIMED International Day of Zero Tolerance for Female Mutilation/Cutting.

Motion Passed

4.4 Application - Issuance of Proclamation - Multiple Myeloma Awareness Month

Moved by: S. Trosow
Seconded by: H. McAlister

That based on the application dated December 8, 2022 from the London and District Myeloma Support Group, the month of March 2023 BE PROCLAIMED as Multiple Myeloma Awareness Month.

Motion Passed

4.5 Application - Issuance of Proclamation - Black History Month

Moved by: S. Trosow
Seconded by: H. McAlister

That based on the application dated December 6, 2022 from WeBridge Community Services, the month of February 2023 BE PROCLAIMED as Black History month.

Motion Passed

4.6 Application - Issuance of Proclamation - National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia

Moved by: S. Trosow
Seconded by: H. McAlister

That based on the application from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, January 29, 2023 BE PROCLAIMED as National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia.

Motion Passed

4.1 Application - Issuance of Proclamation - Wear Red Canada Campaign

Moved by: S. Stevenson
Seconded by: D. Ferreira

That the application dated November 22, 2022 from Canadian Women's Heart Health Alliance with respect to Wear Red Canada Campaign BE RECEIVED and it being noted that the City Clerk will follow up with the applicant with respect to the policy requirements.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: D. Ferreira
Seconded by: S. Stevenson

That the Corporate Services Committee convenes in Closed Session to consider the following:

6.1 Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations in regard to the Corporation's association or unions, advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

The Corporate Services Committee convenes in Closed Session from 12:17 PM to 12:23 PM.

7. Adjournment

Moved by: S. Stevenson
Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:28 PM.

Community and Protective Services Committee

Report

The 2nd Meeting of the Community and Protective Services Committee
January 10, 2023

PRESENT: Councillors E. Pelozza (Chair), S. Stevenson, J. Pribil, C. Rahman, D. Ferreira

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors S. Lewis and H. McAlister; J. Bunn, A. Job, K. Dickins, K. Scherr and C. Smith

Remote Attendance: Councillor P. Cuddy; M. Butlin, A. Dunbar, M. Feldberg, S. Glover, O. Katolyk, L. Marshall, M. Schulthess, S. Thompson, B. Turcotte, J. Westbrook, B. Westlake-Power and J. Yanchula

The meeting was called to order at 4:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: C. Rahman

Seconded by: J. Pribil

That Items 2.1 to 2.7 BE APPROVED.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 4th Report of the Accessibility Community Advisory Committee

Moved by: C. Rahman

Seconded by: J. Pribil

That the 4th Report of the Accessibility Community Advisory Committee, from the meeting held on November 24, 2022, BE RECEIVED.

Motion Passed

2.2 1st Report of the Animal Welfare Community Advisory Committee

Moved by: C. Rahman

Seconded by: J. Pribil

That the following actions be taken with respect to the 1st and 2nd Reports of the Animal Welfare Community Advisory Committee, from the meetings held on December 1, 2022 and January 5, 2023, respectively:

a) the 1st Report of the AWCAC BE RECEIVED; and,

b) the following actions be taken with respect to the 2nd Report of the AWCAC:

i) based on the attached Sub-Committee report, the following actions be taken with respect to Budget Amendment Case #P-14 – Neighbourhood Strategic Initiatives & Funding - Humane Society of London & Middlesex Animal Campus, from the London and Middlesex Humane Society:

A) the Municipal Council BE ADVISED that the Animal Welfare Community Advisory Committee supports Budget Amendment Case #P-14 - Neighbourhood Strategic Initiatives & Funding - Humane Society of London & Middlesex Animal Campus, and the associated approval of the above-noted Business Case; and,

B) this recommendation BE FORWARDED to the Strategic Priorities and Policy Committee for consideration in the 2023 Budget deliberations;

ii) the Civic Administration BE REQUESTED to attend the next Animal Welfare Community Advisory Committee meeting to provide information regarding Rethink Zoning; and,

iii) clauses 1.1, 3.1, 4.1, 5.1 to 5.3 and 5.5 BE RECEIVED.

Motion Passed

2.3 Orientation Gateway Markers Single Source Purchase SS-2022-316

Moved by: C. Rahman

Seconded by: J. Pribil

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 January 10, 2023, related to Single Source Purchase SS-2022-316 for Orientation Gateway Markers:

a) the Civic Administration BE AUTHORIZED to enter into a single source agreement for the purchase of additional Orientation Gateway Markers as per Section 14.4(d)(e) of the Procurement of Goods and Services Policy;

b) the submission from WSISIGN Systems Ltd. and King Architectural, 31 Simpson Road, Bolton, ON L7E 2R6, BE ACCEPTED for the supply, delivery and installation of three (3) 2023 London Gateway Wayfinding Kiosks, each consisting of an Illuminated Pylon and LCD Monitor at a total cost of \$132,130 (excluding HST);

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

d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval; and,

e) the funding for this purchase BE APPROVED as set out in the Source of Financial Report, as appended to the above-noted staff report. (2022-M18)

Motion Passed

2.4 Shovel-Ready Affordable Housing – 18 Elm Street - Approval of Contribution Agreement

Moved by: C. Rahman

Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff

report, dated January 10, 2023, BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to:

- a) approve the Contribution Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the Ontario Aboriginal Housing Support Services Corporation;
- b) authorize the Deputy City Manager, Planning and Economic Development to approve any amendments to the above-noted Contribution Agreement;
- c) authorize the Mayor and the City Clerk to execute the above-noted Contribution Agreement; and,
- d) authorize the Deputy City Manager, Planning and Economic Development to approve and execute any amending agreements to the above-noted Contribution Agreement or new agreements related to funding 18 Elm Street, provided that the funding in said agreements are within approved budgets or funding allocations and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London;

it being noted that the Housing Development Corporation, London (HDC) must receive authority through a Board Resolution approving the Agreement of Purchase and Sale between HDC and Ontario Aboriginal Housing Support Services Corporation. (2022-D04)

Motion Passed

2.5 Shovel-Ready Projects: Roadmap to 3,000 Affordable Units

Moved by: C. Rahman
Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the Civic Administration BE AUTHORIZED to reallocate \$6.3 million of approved annual capital funding for the Roadmap to 3,000 Affordable Units from the “Affordable Rental” category to a new “City-led Shovel-Ready Projects” program category in order to ensure these projects are shovel-ready for government funding or partnerships when they are available;

it being noted that the Civic Administration will report back to committee with a fulsome review of the Roadmap to 3,000 Affordable Units late in Q2 2023. (2022-D04)

Motion Passed

2.6 Rapid Housing Initiative - Round 3 Agreement

Moved by: C. Rahman
Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, appended to the staff report dated January 10, 2023, BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to:

- a) approve the Rapid Housing Initiative Agreement between the Canada Mortgage Housing Corporation and The Corporation of the City of London, substantially in the form as appended to the above-noted by-law;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

- c) authorize the Deputy City Manager, Planning and Economic Development to approve further schedules, amendments or amending agreements to the above-noted Agreement;
- d) authorize the Mayor and the City Clerk to execute any schedules or amending agreements to the above-noted Agreement approved by the Deputy City Manager, Planning and Economic Development, pursuant to the their authority under section 3 of the above-noted by-law;
- e) authorize the Deputy City Manager, Planning and Economic Development to execute any documents, attestations, or reports required under the above-noted Agreement, any future amending agreements or schedules; and,
- f) delegate authority to the Civic Administration to take all administrative actions required in connection with the above-noted Agreement, any future amending agreements or schedules. (2022-D04)

Motion Passed

2.7 Contract Amendment: RFT21-24 Supply and Installation Of A New Access Control Panel Upgrade at Dearness Home

Moved by: C. Rahman
 Seconded by: J. Pribil

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 January 10, 2023, related to a Contract Amendment to RFT21-24 for Supply and Installation of a New Access Control Panel Upgrade at Dearness Home:

- a) the RFT21-24 contract value with Fire Monitoring of Canada Inc. BE INCREASED by \$81,485.66 to \$301,650.66 (excluding HST) in accordance with Section 20.3 (e) of the 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-S02)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 A. Johnson, Greenspace Alliance - Greenspace Protection at the Former River Road Golf Course, Ward 1

Moved by: J. Pribil
 Seconded by: C. Rahman

That the communication, dated December 16, 2022, from A. Johnson, Greenspace Alliance, with respect to Greenspace Protection at the former River Road Golf Course in Ward 1 and the communication, as appended

to the Added Agenda, as well as the verbal delegation from M.A. Hodge, Climate Action London, BE RECEIVED. (2022-D04)

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: C. Rahman

Seconded by: J. Pribil

Motion to approve the delegation request from M.A. Hodge, with respect to Greenspace Protection at the Former River Road Golf Course, Ward 1, to be heard at this meeting.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential

Moved by: S. Stevenson

Seconded by: C. Rahman

That the Community and Protective Services Committee convene In Closed Session for the purpose of considering the following:

6.1 Confidential Information Supplied by Canada/Province/Territory/Crown Agency of Same / Position, Plan, Procedure, Criteria or Instructions for Negotiation Purposes

A matter pertaining to information explicitly supplied in confidence to the municipality by the province and the subject matter being considered is a position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality pursuant to subsection 239(2)(k) of the Municipal Act.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

The Community and Protective Services Committee convened In Closed Session from 4:56 PM to 5:16 PM.

7. Adjournment

The meeting adjourned at 5:20 PM.

Civic Works Committee

Report

The 2nd Meeting of the Civic Works Committee
January 10, 2023

PRESENT: Councillors C. Rahman (Chair), H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil; K. Chambers, S. Corman, A. Job, D. MacRae, K. Mason, K. Scherr, J. Stanford.

REMOTE ATTENDANCE: J. Bunn, A. Rammeloo, B. Westlake-Power

The meeting was called to order at 12:00 PM with Councillor C. Rahman in the Chair; it being noted that P. Van Meerbergen and P. Cuddy were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: H. McAlister
Seconded by: P. Cuddy

That Items 2.1 and 2.4 BE APPROVED.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 East London Link and Municipal Infrastructure Improvements Phase 2

Moved by: H. McAlister
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated January 10, 2023, related to an award of contract for the East London Link and Municipal Infrastructure Improvements Phase 2 project; it being noted that in accordance with Section 13.2 of the City of London's Procurement of Goods and Services Policy Request for Tender (RFT) contract awards greater than \$6,000,000 require approval of City Council:

a) the bid submitted by Bre-Ex Construction Inc., at its tendered price of \$16,897,237.39 (excluding HST) for the East London Link and Municipal Infrastructure Improvements Phase 2 project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of four bids received and meets the City's specifications and requirements in all areas;

b) Archibald, Gray and McKay Engineering Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the above-noted project in accordance with the estimate, on file, at an upset amount

of \$1,501,150 (excluding HST) in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender 2022-238); 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-D04)

Motion Passed

2.4 Request for Proposal RFP-2022-271 Contract Award of 2023 Cured In Place Pipe (CIPP) Sewer Lining Program

Moved by: H. McAlister
Seconded by: P. Cuddy

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated January 10, 2023, related to the contract award for the Request for Proposal RFP-2022-271 for the 2023 Cured in Place Pipe (CIPP) Sewer Lining Program:

- a) the bid submitted by Insituform Technologies Ltd, at the tendered price of \$5,808,074.00 (HST excluded), BE ACCEPTED; it being noted that the bid submitted by Insituform Technologies Limited was the only bid that met the technical criteria and City's specifications and requirements in all areas;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E01)

Motion Passed

2.2 Updates: Blue Box Transition and Next Steps

Moved by: H. McAlister
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 10, 2023, with respect to updates on Blue Box Transition and Next Steps, BE RECEIVED;

it being noted that the communication as appended to the Added Agenda, from B. Brock, with respect to this matter, was received. (2022-E07)

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.3 Neighbourhood Connectivity Plan - Engagement Strategy

Moved by: H. McAlister

Seconded by: S. Trosow

That on the recommendation of the Deputy City Manager, Environment and Infrastructure the following actions be taken with respect to the staff report, dated January 10, 2023, related to an Engagement Strategy for the Neighbourhood Connectivity Plan:

- a) the above-noted staff report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to continue this trial engagement strategy into 2023;

it being noted that the communication as appended to the Added Agenda, from B. Brock, with respect to this matter, was received. (2022-T04)

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 (ADDED) Delegation - B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee - 1st Report of the Environmental Stewardship and Action Community Advisory Committee

Moved by: H. McAlister

Seconded by: S. Trosow

That the following actions be taken with respect to the 1st Report of the Environmental Stewardship and Action Community Advisory Committee (ESACAC), from its meeting held on December 7, 2022:

- a) the full 2022 ESACAC Budget expenditure of \$1,500 BE ALLOCATED for the purchase of bird-friendly window collision tape; and,
- b) clauses 1.1, 2.1, 2.2, 3.1 and 5.1 BE RECEIVED;

it being noted that the communication, dated January 10, as appended to the Added Agenda, as well as the verbal delegation from B. Samuels, Chair, ESACAC, with respect to this matter, were received.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5.2 (ADDED) 1st Report of the Integrated Transportation Advisory Committee

Moved by: P. Cuddy

Seconded by: H. McAlister

That the following actions be taken with respect to the 1st Report of the Integrated Transportation Community Advisory Committee, from its meeting held on December 21, 2022:

- a) the Municipal Council BE REQUESTED to direct the Civic Administration to establish a hybrid meeting process for Integrated Transportation Community Advisory Committee meetings;
- b) the Municipal Council BE REQUESTED to direct the Civic Administration to investigate and provide a report back to the Integrated Transportation Community Advisory Committee (ITCAC) with respect to Zoom license purchase(s) for the ITCAC, for sub-committee meeting use;
- c) clauses 1.1, 2.1, 2.2, 3.1, 3.2, 3.3, 3.4, 3.5 and 6.1 BE RECEIVED; and,
- d) the Municipal Council BE REQUESTED to direct Civic Administration to develop a Hybrid Meeting Process and Standing Delegation at the appropriate Standing Committee for all Community Advisory Committees.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 1:01 PM.

Strategic Priorities and Policy Committee Report

4th Meeting of the Strategic Priorities and Policy Committee
December 12, 2022

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira

ABSENT: S. Hillier

ALSO PRESENT: L. Livingstone, A. Barbon, S. Corman, K. Dickins, A. Job, S. Mathers, K. Scherr, M. Schulthess N. Steinburg, K. Van Lammeren, R. Wilcox

Remote attendance: B. Card, H. McNeely, K. Scherr

The meeting is called to order at 4:00 PM, it being noted that the following members were in remote attendance: P. Van Meerbergen and E. Pelozza

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

Moved by: C. Rahman
Seconded by: P. Cuddy

That items 4.1 and 4.2 BE APPROVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

4.1 2022 Resident Satisfaction Survey

That, on the recommendation of the City Manager, the report dated December 12, 2022, with respect to the 2022 Resident Satisfaction Survey BE RECEIVED.

4.2 November 2022 Semi-Annual Progress Report and 2020-2022 Impact Assessment

That, on the recommendation of the City Manager, the report dated December 12, 2022, including the November 2022 Semi-Annual Progress Report and 2020 - 2022 Impact Assessment BE RECEIVED.

4.3 Developing the 2023-2027 Strategic Plan: Proposed Approach and Setting the Context

Moved by: S. Lehman
Seconded by: S. Trosow

That, on the recommendation of the City Manager, the following actions be taken with respect to the 2023-2027 Strategic Plan process:

a) the report dated December 12, 2022 with respect to Developing the 2023-2027 Strategic Plan: Proposed Approach and Setting the Context, BE RECEIVED; and,

b) the proposed approach and timelines for developing the 2023-2027 Strategic Plan, as outlined in the above-noted staff report, BE ENDORSED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: A. Hopkins
Seconded by: D. Ferreira

That the meeting BE ADJOURNED.

Motion Passed

The meeting is adjourned at 4:47 PM.

Strategic Priorities and Policy Committee

Report

5th Meeting of the Strategic Priorities and Policy Committee
January 11, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, S. Hillier

ALSO PRESENT: L. Livingstone, A. Barbon, S. Corman, K. Dickins, A. Job, J. Taylor, K. Scherr, M. Schulthess, C. Smith, N. Steinburg, B. Westlake-Power, R. Wilcox

Remote Attendance: B. Card, S. Mathers

The meeting is called to order at 4:04 PM; it being noted that Councillor S. Hillier was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Developing the 2023-2027 Strategic Plan: Setting the Vision, Mission, Values, Strategic Areas of Focus, Outcomes and Expected Results

That, on the recommendation of the City Manager, the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

- a) the report, entitled "Developing the 2023-2027 Strategic Plan: Setting the Vision, Mission, Values, Strategic Areas of Focus, Outcomes, and Expected Results" BE RECEIVED for information;
- b) the attached draft Vision, Mission and Values statements, for Council's Strategic Plan 2023 - 2027 BE CONSIDERED and BE SHARED with the community to seek feedback; and,
- c) the next steps, including consideration of strategic areas of focus, outcomes and expected results, with respect to the work for the 2023 - 2027 Strategic Plan BE REFERRED to a special meeting of the Strategic Priorities and Policy Committee, to be held on Monday, January 23, 2023 at 4:00 PM.

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Director, Strategy and Innovation and communications dated January 6, 2023 from C. Butler and J. Madden, respectively.

Motion Passed

Additional votes:

Moved by: S. Trosow
Seconded by: P. Cuddy

That an additional Public Participation Meeting related to the development of 2023-2027 Strategic Plan, BE SCHEDULED to be held at the February 7, 2023 meeting of the Strategic Priorities and Policy Committee.

Yeas: (7): J. Morgan, H. McAlister, S. Trosow, S. Lehman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (8): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Motion Failed (7 to 8)

Moved by: S. Lewis
Seconded by: D. Ferreira

That next steps, including consideration of strategic areas of focus, outcomes and expected results, with respect to the work for the 2023 - 2027 Strategic Plan BE REFERRED to a special meeting of the Strategic Priorities and Policy Committee, to be held on Monday, January 23, 2023 at 4:00 PM.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

Moved by: C. Rahman
Seconded by: A. Hopkins

That, on the recommendation of the City Manager, the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

- a) the report, entitled "Developing the 2023-2027 Strategic Plan: Setting the Vision, Mission, Values, Strategic Areas of Focus, Outcomes, and Expected Results" BE RECEIVED for information; and,
- b) the attached draft Vision, Mission and Values statements, for Council's Strategic Plan 2023 - 2027 BE CONSIDERED and BE SHARED with the community to seek feedback;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Director, Strategy and Innovation and communications dated January 6, 2023 from C. Butler and J. Madden, respectively.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: A. Hopkins

Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 8:15 PM.

Council's 2023-2027 Strategic Plan

Drafts for Consultation from SPPC Meeting January 11, 2023

The following reflects the draft vision, mission, and values statements that were developed by Council at the January 11, 2023 meeting of the Strategic Priorities and Policy Committee. These statements will be posted on GetInvolved for public comment at: <https://getinvolved.london.ca/strategicplan>

Vision Statement

Definition/Purpose:

The Vision is an aspirational, future-focused statement that sets direction and serves as the foundation for decisions made throughout the life of the plan.

2019-2023 Vision:

A leader in commerce, culture, and innovation – our region's connection to the World.

Vision Statement Drafts for Consideration:

Statement 1:

London is a sustainable city within a thriving region, committed to innovation and overcoming challenges to provide a safe, affordable, welcoming, and healthy future for today and for the next generation.

Statement 2:

London - a welcoming and safe place, home to a thriving, inclusive community that boldly embraces innovation and opportunity for all.

Statement 3:

London is a safe, thriving, inclusive community that boldly embraces innovation, where challenges are overcome and opportunities are seized.

Mission Statement

Definition/Purpose:

The Mission communicates our purpose as an organization – who we are, what we do, and who we do it for.

2019-2023 Mission:

A responsive and modern public service partner that fosters change to build a better London for all.

Mission Statement Drafts for Consideration:

Statement 1:

A proactive public service leader that creates conditions for present and future generations to thrive.

Statement 2:

Local, collaborative government that builds a strong and vibrant community for people to live, work, and play.

Statement 3:

The mission of the City of London is to improve quality of life through bold, proactive, responsive, and accountable public services and administration.

Values

Definition/Purpose:

Our values are the core principles and ideals that inform everything we do. They set the standards of behaviour, serving as a touchstone against which any decision or action can be assessed.

2019-2023 Values:

Good Governance
Driven by Community
Acting with Compassion
Moving Forward through Innovation

Draft 2023-2027 Values**Values Set 1:**

Inclusive and Respectful
Accountability and Trust
Compassion
Teamwork
Committed and Driven
Learning

Values Set 2:

An affordable, prosperous, inclusive and healthy city for all Londoners.
Sustainable and forward thinking through positive collaborations.
Open and transparent decision making in the public interest to foster trust.

Values Set 3:

Reconciliation, Equity, and Inclusion
Sustainability and Affordability
Collaborative Partnerships
Accountability and Trust
Innovative service delivery
Financial stewardship

Strategic Priorities and Policy Committee

Report

6th Meeting of the Strategic Priorities and Policy Committee
January 17, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

ALSO PRESENT: L. Livingstone, A. Barbon, S. Corman, J. Dann, K. Dickins, S. Mathers, B. O'Hagan, M. Schulthess, C. Smith, J. Taylor, B. Westlake-Power

Remote attendance: B. Card

The meeting is called to order at 4:03 PM; it being noted that Councillor P. Van Meerbergen was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Trosow disclosed a pecuniary interest in Item 4.3, having to do with consideration of appointments to the Lower Thames Valley Conservation Authority, by indicating that one of the candidates is his spouse.

2. Consent

2.2 1st Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: E. Pelozza

Seconded by: S. Hillier

That the 1st report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on December 8, 2022 BE RECEIVED.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

2.1 London: A Place to Call Home (London Development Institute (LDI) and London Home Builders' Association (LHBA))

Moved by: S. Stevenson

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the report dated January 17, 2023 summarizing the City's response to the London: A Place to Call Home white paper BE RECEIVED for information;

it being noted that the Strategic Priorities and Policy Committee received a delegation from M. Wallace, LDI.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Stevenson

That the delegation request from Mr. M. Wallace, LDI, BE APPROVED to be heard at this time.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

3. Scheduled Items

3.1 Public Participation Meeting - Not to be heard before 4:05 PM - 2023 Budget

That the following written submissions for the 2022-2023 Multi-Year Budget 2021 Public Participation Meeting BE RECEIVED for consideration by the Municipal Council as part of its 2023 Multi-Year budget approval process:

- a) R. Grant Inglis, Scott Petrie LLP Law Firm;
- b) C. Butler;
- c) Argyle BIA; and,
- d) London Cycle Link;

it being noted that at the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

- J. Lalonde, speaking against Budget Amendment Case #P-10 - Reduction to previously approved business cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions;
- B. Mejia, Argyle BIA - speaking in support of Budget Amendment Case #P-18 - Streetscape Master Plan for Dundas Street - Argyle BIA;
- C. Roberts - providing general comments and comments specific to "ESG" evaluations and requesting additional consultation with taxpayers about the application of same;
- A. Wasylo, London Cycle Link - requesting a significant budgetary commitment to priorities for cycling infrastructure in the city;
- C. Butler - requesting a more transparent process related to budget surplus use and suggesting that continuous improvement targets be increased;
- B. Williamson - indicating that Londoners are struggling financially and recommending that budget surpluses be rebated back to taxpayers;

- C. Luistro, Hamilton Road BIA - speaking in support of Budget Amendment Case #P-16 - Funding for the Hamilton Road BIA;
- S. Ryall, London & Middlesex Humane Society - speaking in support of Budget Amendment Case #P-14 - Humane Society of London & Middlesex Animal Campus and noting the urgent critical need for same;
- A. Valastro - speaking against Budget Amendment Case #P14 - Humane Society London & Middlesex Animal Campus, noting that public tax dollars should not be supporting private organizations;
- S. Brunette - providing comments related to homelessness and housing issues in the city;
- R. O'Hagan - providing brief comments related to Budget Amendment Cases #P-3, #P-10, #P-12, #P-13 and #P-14;
- J. Look, VP External Affairs, University Students' Council Western - speaking against Budget Amendment Case #P-10 - Reduction to previously approved business cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions;
- M. Blosch - speaking in support of Budget Amendment Case #P14 - Humane Society London & Middlesex Animal Campus;
- A. Lei, University Students' Council Western - Budget Amendment Case #P-10 - Reduction to previously approved business cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions; and,
- M. van Holst - speaking in support of Budget Amendment Cases #P-15 - Increase to Neighbourhood Decision Making Program and #P-16 - Hamilton Road BIA.

Motion Passed

Voting Record:

Moved by: A. Hopkins

Seconded by: S. Stevenson

Motion to open the Public Participation Meeting

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Moved by: A. Hopkins

Seconded by: P. Cuddy

Motion to close the Public Participation Meeting

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

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

That the following written submissions for the 2022-2023 Multi-Year Budget 2021 Public Participation Meeting BE RECEIVED for consideration by the Municipal Council as part of its 2023 Multi-Year approval process:

- b) C. Butler
- c) Argyle BIA
- d) London Cycle Link.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Moved by: S. Lehman
Seconded by: S. Hillier

That the communication from R. Grant Inglis BE RECEIVED.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Moved by: S. Lewis
Seconded by: P. Cuddy

That the Strategic Priorities and Policy Committee BE RECESSED at this time.

Motion Passed

The SPPC recesses from 6:45 PM and reconvenes at 7:02 PM.

3.2 Delegation - Bill Rayburn, CAO, Middlesex County and Neal Roberts, Chief of Middlesex-London Paramedic Service

Moved by: P. Cuddy
Seconded by: S. Stevenson

That the presentation from N. Roberts, Chief of Middlesex-London Paramedic Service, B. Rayburn, CAO, Middlesex County and Middlesex Warden C. Burghardt-Jesson, with respect to the Middlesex-London Paramedic Service System Overview, BE RECEIVED.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Additional Votes:

Moved by: S. Stevenson

Seconded by: S. Franke

That notwithstanding the Council Procedure By-law, the delegation BE PERMITTED to speak longer than five minutes.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Absent: (1): S. Trosow

Motion Passed (14 to 0)

4. Items for Direction

4.1 Confirmation of Appointment to the Old East Village Business Improvement Area

Moved by: S. Stevenson

Seconded by: S. Hillier

That the following BE APPOINTED to the Old East Village BIA Board of Directors for the term ending November 14, 2026:

Maria Drangova, representing the London Clay Art Centre
Grant Maltman, representing Banting House National Historic Site
Rob Campbell, Property Owner
Chris Stroud, representing Bread and Roses Books
Kimberly De Sousa, representing Libro Credit Union
Michelle Scott, representing Western Fair District
Kelli Gough, representing The Palace Theatre
Rashad Ayyash, Property Owner
Scott Courtice, representing London Intercommunity Health Centre
Robbyn Lindsay, representing Willies Café
John Young, representing Somerville 630;

it being noted that the Strategic Priorities and Policy Committee received a communication dated December 6, 2022 from J. Pastorius, General Manager, Old East Village BIA with respect to this matter.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

4.2 Consideration of Appointment to the Kettle Creek Conservation Authority (Requires 2 Members)

Moved by: C. Rahman

Seconded by: P. Cuddy

That the following BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026;

Prabhsimran Gill
JJ Strybosch

it being noted that approval from the Minister of Environment Conservation and Parks (MECP) is required.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

4.3 Consideration of Appointment to the Lower Thames Valley Conservation Authority (Requires 1 Member)

Moved by: A. Hopkins
Seconded by: E. Pelozza

That Marie Blosh BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026;

it being noted that approval from the Minister of Environment Conservation and Parks (MECP) is required.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (1): S. Trosow

Motion Passed (14 to 0)

Election

Appointment to the Lower Thames Valley Conservation Authority

Marie Blosh (71.43 %):J. Morgan, A. Hopkins, S. Lewis, S. Hillier, E. Pelozza, H. McAlister, J. Pribil, S. Franke, D. Ferreira, C. Rahman

Prabhsimran Gill (0.00 %):None

JJ Strybosch (28.57 %):P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson

Conflict (0): None

Majority Winner: Marie Blosh

It being noted that Councillor S. Trosow left the meeting at 7:05 PM, and returned at 7:08 PM.

4.4 Consideration of Appointment to the Upper Thames River Conservation Authority (Requires 1 Member)

Moved by: S. Hillier
Seconded by: D. Ferreira

That Sandy Levin BE APPOINTED to the Upper Thames River Conservation Authority Board of Directors for the term ending November 14, 2026.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Election

Appointment to the Upper Thames River Conservation Authority

Prabhsimran Gill (0.00 %):None

Rhonda Gilpin Hartley (6.67 %):C. Rahman

Sandy Levin (93.33 %):J. Morgan, A. Hopkins, S. Lewis, S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Franke, D. Ferreira

JJ Strybosch (0.00 %):None

Conflict (0): None

Majority Winner: Sandy Levin

4.5 Committee of Adjustment - Member Vacancy

Moved by: S. Lewis

Seconded by: S. Stevenson

That the following actions be taken with respect to the Committee of Adjustment:

- a) the appointment to the Committee of Adjustment of Mohamed Mohamed El Hadary BE RESCINDED;
- b) a vacancy on the Committee BE DECLARED;
- c) the communication from the Committee of Adjustment BE RECEIVED; and,
- d) the City Clerk BE DIRECTED to advertise the vacancy and bring forward applications to a future meeting of the appropriate standing committee for consideration.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential

6.1 Solicitor-Client Privileged Advice

Moved by: A. Hopkins

Seconded by: C. Rahman

That the Strategic Priorities and Policy Committee convene, In Closed Session, to consider a matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, regarding the Humane Society London and Middlesex 2023 Budget Amendment grant request.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

The Strategic Priorities and Policy Committee convened, In Closed Session, from 6:30 PM to 6:39 PM.

7. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 7:25 PM.

Planning and Environment Committee Report

2nd Meeting of the Planning and Environment Committee
January 9, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, A. Hopkins, S. Franke, S. Hillier

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil; M. Corby, A. Job, B. O'Hagan and M. Pease

Remote attendance: Councillors P. Cuddy, C. Rahman and E. Peloza; I. Abushehada, O. Alchits, G. Belch, J. Bunn, M. Greguol, D. Harpal, B. House, P. Kokkoros, B. Page, A. Riley, A. Singh, M. Sundercock, B. Westlake-Power and P. Yeoman

The meeting is called to order at 4:00 PM

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

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

That Items 2.3, 2.4, 2.6, 2.7 and 2.8 BE APPROVED.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.3 2022 Audit and Accountability Fund - Intake 3 - Final Report

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

That the staff report dated January 9, 2023, entitled "Audit and Accountability Fund - Intake 3 - Final Report" BE RECEIVED for information. (2022-F11)

Motion Passed

2.4 892 Princess Avenue - Heritage Alteration Permit Application

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

That, on the recommendation of the Acting Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking retroactive approval for the replacement of the original slate roof with asphalt shingles at 892 Princess Avenue, within the Old East Heritage Conservation District, BE REFUSED. (2022-R01)

Motion Passed

2.6 720 Apricot Drive - Limiting Distance Agreement

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

That, on the recommendation of the Deputy City Manager, Planning and Development, the following actions be taken with respect to a limiting distance (no-build) agreement between The Corporation of the City of London and Southside Construction Management Limited, for the property located at 20-720 Apricot Drive:

- a) the proposed limiting distance agreement appended to the staff report dated January 9, 2023, for the property at 20-720 Apricot Drive between The Corporation of the City of London and Southside Construction Management Limited BE APPROVED; and,
- b) the proposed by-law appended to the staff report dated January 9, 2023 BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to approve the limiting distance agreement between The Corporation of the City of London and Southside Construction Management Limited, for the property at 20-720 Apricot Drive, and to delegate authority to the Deputy City Manager, Environment and Infrastructure to execute the agreement on behalf of The Corporation of the City of London as the adjacent property owner. (2022-D09)

Motion Passed

2.7 Building Division Monthly Report - October 2022

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

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

Motion Passed

2.8 1st Report of the Community Advisory Committee on Planning

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

That the 1st Report of the Community Advisory Committee on Planning, from its meeting held on December 14, 2022, BE RECEIVED for information.

Motion Passed

2.1 600 Sunningdale Road West - Phase 2 Special Provisions

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

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the subdivision of land legally described as RCP 1028 PT Lot 16 RP 33R13891, PT Part 1 RP 33R16774 Parts 3 to 10, municipally known as 600 Sunningdale Road West, located on the south side Sunningdale Road West, between Wonderland Road North and Richmond Street:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the Sunningdale Court Subdivision, Phase 2 (39T-18501_2) appended to the staff report dated January 9, 2023, as Appendix "A", BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated January 9, 2023, as Appendix "B"; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute the Agreement, any amending agreements and all documents required to fulfil its conditions. (2022-R05D)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.2 600 Sunningdale Road West - Phase 3 Special Provisions

Moved by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the subdivision of land legally described as RCP 1028 PT Lot 16 RP 33R13891, PT Part 1 RP 33R16774 Parts 3 to 10, municipally known as 600 Sunningdale Road West, located on the south side Sunningdale Road West, between Wonderland Road North and Richmond Street:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the Sunningdale Court Subdivision, Phase 3 (39T-18501_3) appended to the staff report dated January 9, 2023, as Appendix "A", BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated January 9, 2023, as Appendix "B"; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute the Agreement, any amending agreements and all documents required to fulfil its conditions. (2022-R05D)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.5 864 Hellmuth Avenue - Heritage Alteration Permit Application

Moved by: A. Hopkins

Seconded by: S. Hillier

That the application under Section 42 of the *Ontario Heritage Act* seeking approval to pave a portion of the front yard for parking on the heritage

designated property at 864 Hellmuth Avenue, within the Bishop Hellmuth Heritage Conservation District, BE REFERRED back to a future Planning and Environment Committee meeting; it being noted that the Planning and Environment Committee received a communication dated January 6, 2023 from M. Greguol, Heritage Planner, noting the applicant's request to extend the timeline for consideration. (2022-R01)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3. Scheduled Items

3.1 88 Chesterfield Avenue

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Amy Liu, relating to the property located at 88 Chesterfield Avenue, the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R2 (R2-2) Zone TO a Residential R3-2 Special Provision (R3-2(_)) Zone;

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., on behalf of the applicant;

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 by providing a range of uses and opportunities for intensification and redevelopment;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City Building Policies and Our Tools; and,
- the requested zoning to permit a three-unit converted dwelling facilitates the development at an intensity that is appropriate for the site and the surrounding neighbourhood. (2022-D09)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Hillier

Seconded by: A. Hopkins

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.2 634 Commissioners Road West

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Royal Premier Homes (c/o Farhad Noory), relating to the property located at 634 Commissioners Road West:

a) the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023 to amend Zoning By-law No. Z-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider the following, through the site plan process:

- i) the façade for the new residential development to the east of the existing single detached dwelling shall have a first-floor grade at least 0.6 metres lower than the existing dwelling first floor grade;
- ii) at least one step down shall be required within the front façade and/or foundation for the proposed townhouse building west of the existing heritage dwelling;
- iii) provide 1.8-metre-tall privacy fencing along property lines adjacent to residential parcels;
- iv) for landscape strips along a public street, add at least one tree per every 12 metres, or every 15 metres otherwise;
- v) retain as many mature trees as possible, especially along Commissioners Road West and along the east and south property lines between the proposed development and the adjacent single detached dwellings;
- vi) relocate the parking away from the view terminus into the site and buffer the parking from the amenity space with landscaping and/or low landscape walls; and,
- vii) consider two small parking areas outside of the view terminus to maintain as many mature trees along the south property line as possible;

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

- a project fact sheet;
- the staff presentation; and,
- a communication dated January 5, 2023, from W. Smith;

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

- M. Davis, siv-ik planning and design;
- M. Melanson; and,
- W. Smith;

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 that provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City Building Policies and Our Tools;
- the recommended amendment would permit a 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): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to amend the recommendation to include a new part b) viii), request the Civic Administration review the Tree Preservation Plan further, specifically with respect to the locust tree;

Yeas: (2): A. Hopkins , and S. Franke

Nays: (3): S. Lehman, S. Lewis, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Failed (2 to 3)

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.3 867-879 Wellington Road

Moved by: A. Hopkins

Seconded by: S. Hillier

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Bates Real Estate Corporation, relating to the property located at 867-879 Wellington Road, the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Highway Service Commercial (HS1/HS4) Zone TO a Highway Service Commercial and Associated Shopping Area Commercial (HS1/HS4/ASA1) Zone;

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

- S. Allen, MHBC;

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 policies of The London Plan, including but not limited to the Key Directions and Rapid Transit Corridor Place Type; and,
- the proposed zoning amendment would appropriately broaden the set of service/retail uses permitted on the site, most notably retail stores. The additional commercial uses intended for the site would be compatible with the existing development context and will not generate significant land use conflicts with adjacent properties. (2022-D09)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Hillier

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (4): S. Lehman, A. Hopkins , S. Franke, and S. Hillier

Absent: (2): S. Lewis, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: A. Hopkins

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.4 600 Third Street

Moved by: S. Hillier

Seconded by: S. Lewis

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application of MHBC Planning on behalf of City Centre Storage, relating to the property located at 600 Third Street:

a) the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023 to amend the Official Plan for the City of London, 2016 to change the designation of the subject lands FROM a Light Industrial Place Type TO a Commercial Industrial Place Type on Map 1 – Place Types;

b) the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended above) to change the zoning of the subject property FROM a Light Industrial (LI1/LI7) Zone TO a Restricted Service Commercial Special Provision (RSC2/RSC4/RSC5 (_)) Zone;

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

- S. Allen, MHBC;

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 economic development and competitiveness by providing for an appropriate mix and range of employment uses;
- the recommended amendments conform to the policies of The London Plan, including but not limited to the Key Directions and Commercial Industrial Place Type; and,
- the recommended amendments are appropriate for the site and facilitate the reuse of the existing buildings with a use that is compatible within the surrounding context. (2022-D09)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.5 1350 Trafalgar Street (Z-9548)

Moved by: A. Hopkins

Seconded by: S. Hillier

That, on the recommendation of the Acting Director, Planning and Development, based on the application by McFalls Storage o/a Forest City Storage, relating to the property located at 1350 Trafalgar Street, the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016) to change the zoning of the subject property FROM a General Industrial (GI1(8)) Special Provision Zone TO a Restricted Service Commercial (RSC4(_)) Special Provision Zone;

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.;

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 policies of The London Plan, including but not limited to the Key Directions and Light Industrial Place Type;
- the recommended amendment conforms to the in-force policies of the Brydges Street Area regarding commercial uses on lands within the Light Industrial Place Type;
- the recommended amendment would facilitate the reuse of an otherwise underutilized industrial warehouse within an existing area that already facilitates both industrial and commercial uses; and,
- the proposed amendment will assist in transitioning the area south of the railway corridor to commercial-oriented uses which are appropriate for the existing mixed-use landscape. (2022-D09)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

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

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

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

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.6 4th and 1st Reports of the Ecological Community Advisory Committee

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

That the following actions be taken with respect to the delegation from S. Levin, Chair, Ecological Community Advisory Committee, with respect to the 4th and 1st Reports of the Ecological Community Advisory Committee from its meetings held on November 17, 2022 and December 15, 2022, respectively:

- a) the following actions be taken with respect to the resignation of P. Almost:
 - i) the resignation of P. Almost BE RECEIVED with regret; and,
 - ii) the Strategic Priorities and Policy Committee BE REQUESTED to appoint Dr. Eric Dusenge, a previous member of the Environmental and Ecological Planning Advisory Committee (EEPAC), to fill the vacancy with a term ending concurrently with other members of the Ecological Community Advisory Committee (ECAC); it being noted that Dr. Dusenge previously served on the EEPAC and has previously submitted his application for ECAC;
- b) clauses 1.1, 3.1 to 3.5, inclusive, 5.1 to 5.4, inclusive, of the 4th Report of the Ecological Community Advisory Committee BE RECEIVED for information;
- c) the Working Group comments relating to the properties located at 92 and 96 Tallwood Circle BE FORWARDED to the Civic Administration for review and consideration;
- d) clause 4.2 of the 1st Report of the Ecological Community Advisory Committee related to the property located at 2060 Dundas Street BE AMENDED to read as follows:
“the following actions be taken with respect to the Working Group comments relating to the property located at 2060 Dundas Street:
 - i) the Working Group comments BE FORWARDED to the Civic Administration for review and consideration; and,

ii) the Forestry Department BE REQUESTED to investigate the property to the East of 2060 Dundas Street as there is a storage facility and an unopened right of way through a tree preservation area;”

e) a representative from Financial Planning and Policy BE INVITED to attend the January 19, 2023 meeting of the Ecological Planning Advisory Committee to provide an update on proposed budget matters relating to matters including, but not limited to, Environmentally Significant Areas, Conservation Master Plans and Stormwater Management; and,

f) clauses 1.1, 3.1, 5.1 and 6.2 of the 1st Report of the Ecological Community Advisory Committee BE RECEIVED for information;

it being noted that the Planning and Environment Committee received a communication dated January 4, 2023, and heard a verbal presentation from S. Levin, with respect to the above-noted matters.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.7 942 Westminster Drive

Moved by: S. Hillier

Seconded by: S. Franke

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Jim Rimmelzwaan, relating to the property located at 942 Westminster Drive, the proposed by-law appended to the staff report dated January 9, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 24, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016) to change the zoning of the subject property FROM an Agricultural (AG2) and Environmental Review (ER) Zone TO an Agricultural (AG2), Environmental Review (ER) and Agricultural Special Provision (AG2(_)) Zone;

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

it being 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 policies of The London Plan, including, but not limited to, the Key Directions and Farmland Place Type policies;
- the recommended amendment is intended to support an accompanying consent to sever application;
- the recommended amendment is not intended to impact the character of the agricultural area and is solely intended to recognize the existing site conditions; and,
- the proposed use will co-exist in harmony with the adjacent land uses, and considers both the long-term protection of agricultural resources and the long-term compatibility of uses, and will not create a net increase in the number of buildable lots. (2022-D09)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Hillier

Seconded by: S. Franke

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.8 400 Southdale Road East

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by LJM Developments, relating to the property located at 400 Southdale Road East:

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

- i) noise, dirt and safety during construction; and,
- ii) the safety of existing houses and swimming pools during excavation;

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

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

- staff presentation;
- the applicant's presentation; and,
- a communication dated January 3, 2023 from E. Ali;

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

- J. Ariens, IBI Group. (2022-D09)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to open the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: S. Lewis

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 6:04 PM.

Bill No. 28
2023

By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 24th day of
January, 2023.

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 January 24, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

Bill No. 29
2023

By-law No. A.- _____ - ____

A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the *Municipal Act, 2001*.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-laws respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law A.-6873-292, as amended, provides for an improvement area to be known as the Argyle Business Improvement Area and establishes a Board of Management for it known as the Argyle Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2023 fiscal year submitted by the Argyle Business Improvement Area Board of Management attached as Schedule "A" is approved.
2. The amount to be raised by the Corporation for the 2023 fiscal year for the purposes of The Argyle Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$215,000.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law A.-6873-292, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

Schedule "A"

Argyle Business Improvement Area 2023 Proposed Budget with 2022 Comparators

Revenue Overview

Revenue Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Municipal Special Levy	215,000	215,000	215,000	0	215,000	72.7%	0	N/A
Tax Write Offs/Allowance	0	0	0	0	0	0.0%	0	N/A
Net Municipal Special Levy	215,000	215,000	215,000	0	215,000	72.7%	0	N/A
Draw from Operating Fund	0	50,000	7,820	-42,180	56,820	19.2%	6,820	13.6%
Digital Main Street	14,608	0	0	0	0	0.0%	0	N/A
Santa Clause Parade Sponsorship	2,000	2,700	2,500	-200	3,500	1.2%	800	29.6%
Government Student Funding	4,320	10,000	7,525	-2,475	15,000	5.1%	5,000	50.0%
City of London Patio Grant	7,844	0	16,500	16,500	0	0.0%	0	N/A
Argyle Currency Grant	0	0	28,000	28,000	0	0.0%	0	N/A
Argyle Community Well-Being Grant	0	0	1,345	1,345	0	0.0%	0	N/A
Interest Income	373	300	600	300	300	0.1%	0	N/A
HST Rebate	0	5,000	5,000	0	5,000	1.7%	0	N/A
Miscellaneous Income	450	0	0	0	0	0.0%	0	N/A
Total Revenue	244,595	283,000	284,290	1,290	295,620	100.0%	12,620	4.5%

Expenditure Overview

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Administration								
Wages and Benefits	91,118	82,000	73,000	9,000	89,000	30.1%	7,000	8.5%
Student Wages and Benefits	0	10,000	7,525	2,475	15,000	5.1%	5,000	50.0%
Seasonal/ PT Wages	0	10,000	10,000	0	7,000	2.4%	-3,000	(30.0%)
EI and CPP	0	6,000	6,000	0	6,500	2.2%	500	8.3%
Telephone and Internet	1,049	1,200	1,000	200	1,200	0.4%	0	N/A
Banking Charges	0	100	0	100	100	0.0%	0	N/A
Stationery and Supplies	119	0	0	0	0	0.0%	0	N/A
Insurance	1,714	1,900	1,750	150	2,000	0.7%	100	5.3%
Repairs and Maintenance	0	2,500	1,200	1,300	1,500	0.5%	-1,000	(40.0%)
Travel and Transportation	0	200	20	180	200	0.1%	0	N/A
Bookkeeping, Audit and Professional Fees	6,412	9,000	9,000	0	9,000	3.0%	0	N/A
Training/ Conferences	1,350	1,700	1,700	0	2,100	0.7%	400	23.5%
Subscriptions/ Memberships	590	700	600	100	700	0.2%	0	N/A
Utilities	1,629	2,000	2,300	-300	2,500	0.8%	500	25.0%
Cleaning	1,148	0	0	0	0	0.0%	0	N/A
Website Hosting and Domain	0	1,000	550	450	120	0.0%	-880	(88.0%)
Office Supplies	2,060	3,000	2,500	500	3,000	1.0%	0	N/A
Postage and Courier	0	200	0	200	200	0.1%	0	N/A
Miscellaneous Expense	0	1,000	1,000	0	0	0.0%	-1,000	(100.0%)
Total Administration	107,189	132,500	118,145	14,355	140,120	47.4%	7,620	5.8%

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
---------------------	----------------------------	----------------------------	------------------------------	-------------------------------	----------------------------	-----------------------------------	------------------------------------	---

Rent								
Rent	19,732	20,000	20,000	0	20,000	6.8%	0	N/A
Total Rent	19,732	20,000	20,000	0	20,000	6.8%	0	N/A

Business Development								
Special Events	4,044	10,000	2,000	8,000	7,000	2.4%	-3,000	(30.0%)
Communications & Marketing	19,348	25,000	25,000	0	25,000	8.5%	0	N/A
Clean Streets Program	0	5,000	2,000	3,000	5,000	1.7%	0	N/A
Planters/Hanging Baskets	17,952	20,000	22,800	-2,800	20,000	6.8%	0	N/A
Santa Claus Parade	15,957	20,000	20,000	0	20,000	6.8%	0	N/A
Digital Main Street	14,608	0	0	0	0	0.0%	0	N/A
Safety and Security	6,838	12,000	10,000	2,000	20,000	6.8%	8,000	66.7%
Cleaning and Maintenance	1,550	0	0	0	0	0.0%	0	N/A
Social Improvement Program	0	10,000	0	10,000	10,000	3.4%	0	N/A
Signage and Banners	0	2,500	2,500	0	2,500	0.8%	0	N/A
Streetscape Improvement Program	0	4,000	4,000	0	4,000	1.4%	0	N/A
Patio Improvement Program	0	0	16,500	-16,500	0	0.0%	0	N/A
Argyle Community Well-Being Recovery Grant	0	0	1,345	-1,345	0	0.0%	0	N/A
Argyle Currency Program	0	0	28,000	-28,000	0	0.0%	0	N/A
Façade Improvement Grant	0	10,000	0	10,000	10,000	3.4%	0	N/A
Total Business Development	80,297	118,500	134,145	-15,645	123,500	41.8%	5,000	4.2%

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Other								
Harmonized Sales Tax	1,135	2,000	2,000	0	2,000	0.7%	0	N/A
Amortization	2,650	0	0	0	0	0.0%	0	N/A
Tax Write Offs	23,229	10,000	10,000	0	10,000	3.4%	0	N/A
Miscellaneous	0	0	0	0	0	0.0%	0	N/A
Total Other	27,014	12,000	12,000	0	12,000	4.1%	0	N/A
Total Expenditure	234,232	283,000	284,290	-1,290	295,620	100.0%	12,620	4.5%
Net Surplus/ Deficit	10,363	0	0	0	0			
Draw from / (Contribution to) Operating Fund	-10,363	0	0	0	0			
Net	0	0	0	0	0			

All figures subject to audit.

All figures subject to rounding.

Bill No. 30
2023

By-law No. A.- ____ - ____

A by-law to raise the amount required for the purposes of the Hamilton Road Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the *Municipal Act, 2001*.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-laws respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law C.P.-1528-486, as amended, provides for an improvement area to be known as the Hamilton Road Business Improvement Area and establishes a Board of Management for it known as the Hamilton Road Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2023 fiscal year submitted by the Hamilton Road Business Improvement Area Board of Management attached as Schedule "A" is approved.
2. The amount to be raised by the Corporation for the 2023 fiscal year for the purposes of the Hamilton Road Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$70,000.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law C.P.-1528-486, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

Schedule "A"

Hamilton Road Business Improvement Area 2023 Proposed Budget with 2022 Comparators

Revenue Overview

Revenue Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Municipal Special Levy	69,778	70,000	70,000	0	70,000	60.8%	0	0.0%
Tax Write Offs/Allowance	0	0	0	0	0	0.0%	0	0.0%
Net Municipal Special Levy	69,778	70,000	70,000	0	70,000	60.8%	0	0.0%
Draw from Operating Fund	0	9,360	0	-9,360	8,011	7.0%	-1,349	(14.4%)
Canada Summer Jobs Funding	28,152	27,054	27,054	0	27,054	23.5%	0	0.0%
Digital Main Street	14,476	0	0	0	0	0.0%	0	0.0%
Friends of the Tree Trunk Tour Fund	0	10,000	0	-10,000	10,000	8.7%	0	0.0%
Graffiti Removal Subsidy	5,000	0	0	0	0	0.0%	0	0.0%
Anticipated Grant Funding	0	0	30,000	30,000	0	0.0%	0	0.0%
City Banner Subsidy	3,461	0	0	0	0	0.0%	0	0.0%
City of London Patio Grant Program	12,650	0	15,000	15,000	0	0.0%	0	0.0%
Operating Fund	30,000	0	0	0	0	0.0%	0	0.0%
Miscellaneous Income	5,450	5,000	0	-5,000	0	0.0%	-5,000	(100.0%)
Total Revenue	168,967	121,414	142,054	20,640	115,065	100.0%	-6,349	-5.2%

Expenditure Overview

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Administration								
Admin Salaries and Wages	46,593	40,000	27,210	12,790	46,800	40.7%	6,800	17.0%
Payroll, Employment Insurance and Canadian Pension Plan	3,174	3,164	1,976	1,188	3,702	3.2%	538	17.0%
Canada Summer Jobs	22,800	25,580	25,580	0	25,580	22.2%	0	0.0%
CSJ Payroll, Employment Insurance and Canadian Pension Plan	1,553	1,474	1,200	274	1,474	1.3%	0	0.0%
Telephone and Internet	1,303	1,200	1,560	-360	1,560	1.4%	360	30.0%
Alarm System	0	0	637	-637	637	0.6%	637	0.0%
Insurance	1,771	1,881	1,892	-11	1,892	1.6%	11	0.6%
Bookkeeping, Audit and Professional Fees	3,600	3,600	3,800	-200	3,800	3.3%	200	5.6%
Office Supplies and Equipment	17,543	2,420	1,000	1,420	1,000	0.9%	-1,420	(58.7%)
Training/ Conferences	2,573	2,500	3,100	-600	3,500	3.0%	1,000	40.0%
Total Administration	100,910	81,819	67,955	13,864	89,945	78.2%	8,126	9.9%
Rent								
Office Rent	10,800	10,800	11,619	-819	12,000	10.4%	1,200	11.1%
Total Rent	10,800	10,800	11,619	-819	12,000	10.4%	1,200	11.1%

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
---------------------	----------------------------	----------------------------	------------------------------	-------------------------------	----------------------------	-----------------------------------	------------------------------------	---

Member Services								
CRM/Membership Services	343	600	0	600	600	0.5%	0	0.0%
Annual General Meeting	167	200	250	-50	250	0.2%	50	25.0%
Memberships - Provincial Business	0	255	270	-15	270	0.2%	15	5.9%
Total Member Services	510	1,055	520	535	1,120	1.0%	65	6.2%

Business Development								
Website Maintenance and Domain	220	240	904	-664	1,000	0.9%	760	316.7%
Website and Email Hosting	840	300	300	0	300	0.3%	0	0.0%
Signage	0	0	0	0	500	0.4%	500	0.0%
Strategic Planning	0	200	200	0	200	0.2%	0	0.0%
Marketing	413	5,000	0	5,000	0	0.0%	-5,000	(100.0%)
Tree Trunk Tour Fund Initiative	0	10,000	0	10,000	10,000	8.7%	0	0.0%
Annual Graffiti Removal	5,000	2,000	0	2,000	0	0.0%	-2,000	(100.0%)
Anticipated Grant Funds	0	0	30,000	-30,000	0	0.0%	0	0.0%
Long and Short Term Initiatives	5,099	5,000	3,000	2,000	0	0.0%	-5,000	(100.0%)
Tree Trunk Tour Maintenance	0	5,000	3,729	1,271	0	0.0%	-5,000	(100.0%)
City of London Patio Grant Program	12,650	0	0	0	0	0.0%	0	0.0%
Total Business Development	24,222	27,740	38,133	-10,393	12,000	10.4%	-15,740	-56.7%

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Other								
Amortization of Capital Assets	572	0	0	0	0	0.0%	0	0.0%
Total Other	572	0	0	0	0	0.0%	0	0.0%
Total Expenditure	137,013	121,414	118,226	3,187	115,065	100.0%	-6,349	(5.2%)
Net Surplus/ Deficit	31,954	0	23,828	23,828	0			
Draw from / (Contribution to) Operating Fund	-31,954	0	-23,828	-23,828	0			
Net	0	0	0	0	0			

All figures subject to audit.

All figures subject to rounding.

Bill No. 31
2023

By-law No. A.-_____ - ____

A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the *Municipal Act, 2001*.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-law respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law C.P.-1519-490, as amended, provides for an improvement area to be known as the Hyde Park Business Improvement Area and establishes a Board of Management for it known as the Hyde Park Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2023 fiscal year submitted by the Hyde Park Business Improvement Area Board of Management attached as Schedule "A" is approved.
2. The amount to be raised by the Corporation for the 2023 fiscal year for the purposes of The Hyde Park Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$530,000.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law C.P.-1519-490, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

Schedule "A"

Hyde Park Business Improvement Area 2023 Proposed Budget with 2022 Comparators

Revenue Overview

Revenue Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Municipal Special Levy	438,604	484,000	484,000	0	530,000	67.9%	46,000	9.5%
Tax Write Offs/Allowance	0	0	0	0	0	0.0%	0	N/A
Net Municipal Special Levy	438,604	484,000	484,000	0	530,000	67.9%	46,000	9.5%
Draw from Operating Fund	0	20,810	0	-20,810	174,000	22.3%	153,190	736.1%
Canada Summer Jobs	21,240	9,000	18,059	9,059	16,000	2.1%	7,000	77.8%
Interest Income	0	0	0	0	0	0.0%	0	N/A
HST Rebate	0	0	22,000	22,000	0	0.0%	0	N/A
Miscellaneous Income	31,177	40,000	76,935	36,935	60,000	7.7%	20,000	50.0%
Total Revenue	491,021	553,810	600,994	47,184	780,000	100.0%	226,190	40.8%

Expenditure Overview

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
---------------------	----------------------------	----------------------------	------------------------------	-------------------------------	----------------------------	-----------------------------------	------------------------------------	---

Administration								
Wages, MERCS and Benefits	125,188	160,410	155,447	4,963	208,973	26.8%	48,563	30.3%
Canada Summer Jobs	19,746	9,000	17,055	-8,055	16,000	2.1%	7,000	77.8%
Insurance	2,935	3,200	3,018	182	3,400	0.4%	200	6.3%
Bookkeeping, Audit and Professional Fees	7,961	6,000	4,836	1,164	6,000	0.8%	0	N/A
Office Equipment Upgrades	566	2,500	1,015	1,485	2,500	0.3%	0	N/A
Office Furniture	0	0	0	0	10,000	1.3%	10,000	0.0%
Leasehold Improvements	0	0	0	0	20,000	2.6%	20,000	0.0%
Phone, Internet, Office 365	2,054	2,500	2,688	-188	2,500	0.3%	0	N/A
Office Supplies	3,959	4,000	2,781	1,219	4,000	0.5%	0	N/A
Training & Conferences	4,062	7,000	9,537	-2,537	10,000	1.3%	3,000	42.9%
Subscriptions & Memberships	1,423	1,500	900	600	1,500	0.2%	0	N/A
Bank Charges	803	650	1,122	-472	650	0.1%	0	N/A
Operating	2,777	2,000	3,403	-1,403	3,000	0.4%	1,000	50.0%
Employee Health Insurance	0	0	996	-996	1,500	0.2%	1,500	0.0%
Interest Expense	212	0	0	0	0	0.0%	0	N/A
Digital Mainstreet Program	14,476	0	0	0	0	0.0%	0	N/A
Total Administration	186,160	198,760	202,798	-4,038	290,023	37.2%	91,263	45.9%

Rent								
Rent	23,267	23,550	23,550	0	24,257	3.1%	707	3.0%
Total Rent	23,267	23,550	23,550	0	24,257	3.1%	707	3.0%

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
---------------------	----------------------------	----------------------------	------------------------------	-------------------------------	----------------------------	-----------------------------------	------------------------------------	---

Member Services								
1645 Hyde Park Road Lease	0	22,800	1,050	21,750	0	0.0%	-22,800	-100.0%
Annual General Meeting	0	7,000	5,225	1,775	9,000	1.2%	2,000	28.6%
Total Member Services	0	29,800	6,275	23,525	9,000	1.2%	-20,800	(69.8%)

Business Development								
Communications, Marketing, Online Shop Program	7,537	6,500	21,776	-15,276	30,000	3.8%	23,500	361.5%
Promotional Marketing Materials	2,058	3,000	755	2,245	3,000	0.4%	0	N/A
Website Dev. Hosting & Maintenance	759	1,500	184	1,316	2,500	0.3%	1,000	66.7%
Board Meeting & Monthly Bus. Networking	1,458	2,000	1,500	500	2,000	0.3%	0	N/A
Special Events & Sponsorships	8,911	10,000	2,526	7,474	10,000	1.3%	0	N/A
Other Program Initiatives	16,951	5,500	14,292	-8,792	10,000	1.3%	4,500	81.8%
Social Media Marketing Subsidy Program	1,430	6,000	1,250	4,750	0	0.0%	-6,000	(100.0%)
PondFest / Outdoor Piano Program	0	20,000	35,015	-15,015	42,000	5.4%	22,000	110.0%
Breakfast with Santa / Christmas Market	34,215	19,000	24,324	-5,324	55,000	7.1%	36,000	189.5%
Traffic Calming Program	371	1,200	27	1,173	1,200	0.2%	0	N/A
Hyde Park Dollars Incentive Program	12,414	12,000	15,500	-3,500	15,000	1.9%	3,000	25.0%
HPBIA Loyalty Card Program	0	0	6,059	-6,059	1,500	0.2%	1,500	0.0%
CTV Ad Program	55,042	60,000	61,421	-1,421	69,390	8.9%	9,390	15.7%
Digital Sign	0	60,000	0	60,000	80,000	10.3%	20,000	33.3%
Bus Shelter Advertising Program	8,140	9,000	9,545	-545	9,700	1.2%	700	7.8%
Community Beautification Projects	49,327	80,000	51,143	28,858	120,000	15.4%	40,000	50.0%
Total Business Development	198,615	295,700	245,317	50,384	451,290	57.9%	155,590	52.6%

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
---------------------	----------------------------	----------------------------	------------------------------	-------------------------------	----------------------------	-----------------------------------	------------------------------------	---

Other								
Harmonized Sales Tax	0	0	0	0	0	0.0%	0	N/A
Amortization	8,863	0	0	0	0	0.0%	0	N/A
COVID-19 Programs	10,821	0	0	0	0	0.0%	0	N/A
Contingency	3,025	6,000	2,185	3,815	5,430	0.7%	-570	(9.5%)
Total Other	22,709	6,000	2,185	3,815	5,430	0.7%	-570	-9.5%

Total Expenditure	430,751	553,810	480,126	73,686	780,000	100.0%	226,190	40.8%
Net Surplus/ Deficit	60,270	0	120,870	120,870	0			
Draw from / (Contribution to) Operating Fund	-60,270	0	-120,870	-120,870	0			
Net	0	0	0	0	0			

All figures subject to audit.

All figures subject to rounding.

Bill No. 32
2023

By-law No. A.- _____ - ____

A by-law to raise the amount required for the purposes of the London Downtown Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the *Municipal Act, 2001*.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-laws respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10 (1) (paragraph 7);

AND WHEREAS By-law CP-2, as amended, provides for an improvement area to be known as the London Downtown Business Improvement Area and establishes a Board of Management for it known as the London Downtown Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2023 fiscal year submitted by the London Downtown Business Improvement Area Board of Management attached as Schedule "A" is approved.
2. The amount to be raised by the Corporation for the 2023 fiscal year for the purposes of the London Downtown Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$1,943,343.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law CP-2, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

Schedule "A"

London Downtown Business Improvement Area 2023 Proposed Budget with 2022 Comparators

Revenue Overview

Revenue Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Municipal Special Levy	1,877,082	1,905,238	1,905,238	0	1,943,343	101.2%	38,105	2.0%
Tax Write Offs/Allowance	-36,350	-90,000	-90,000	0	-55,000	-2.9%	35,000	(38.9%)
Net Municipal Special Levy	1,840,732	1,815,238	1,815,238	0	1,888,343	98.3%	73,105	4.0%
Draw from Operating Fund	0	29,000	0	-29,000	30,000	1.6%	1,000	3.4%
Government Student Funding	0	0	0	0	0	0.0%	0	N/A
Interest Income	3,847	1,600	1,700	100	1,700	0.1%	100	6.3%
Miscellaneous Income	157,970	0	203,242	203,242	0	0.0%	0	N/A
Total Revenue	2,002,549	1,845,838	2,020,180	174,342	1,920,043	100.0%	74,205	4.0%

Expenditure Overview

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
---------------------	----------------------------	----------------------------	------------------------------	-------------------------------	----------------------------	-----------------------------------	------------------------------------	---

Administration								
Wages and Benefits	699,129	570,000	562,000	8,000	587,100	30.6%	17,100	3.0%
Telephone and Internet	9,789	10,000	9,500	500	9,500	0.5%	-500	(5.0%)
Stationery and Supplies	3,988	4,000	4,000	0	4,000	0.2%	0	N/A
Insurance	4,512	7,700	8,999	-1,299	8,200	0.4%	500	6.5%
Legal, Audit and Professional Fees	22,664	12,000	9,000	3,000	9,000	0.5%	-3,000	(25.0%)
Purchase and Leasing Equipment	15,894	15,000	18,000	-3,000	15,000	0.8%	0	N/A

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Training/ Conferences	14,680	18,000	18,000	0	18,000	0.9%	0	N/A
Meetings and Meals	496	4,000	1,500	2,500	4,000	0.2%	0	N/A
Subscriptions/ Memberships	8,189	3,800	4,080	-280	4,500	0.2%	700	18.4%
Cleaning	4,224	7,700	9,200	-1,500	9,200	0.5%	1,500	19.5%
Board Development & Expenses	1,406	3,000	1,000	2,000	5,000	0.3%	2,000	66.7%
Miscellaneous Expense	943	1,000	1,750	-750	1,000	0.1%	0	N/A
Total Administration	785,914	656,200	647,029	9,171	674,500	35.1%	18,300	2.8%

Rent								
Rent and Hydro	80,226	83,000	83,000	0	83,000	4.3%	0	N/A
Total Rent	80,226	83,000	83,000	0	83,000	4.3%	0	N/A

Member Services								
Graffiti Removal	52,200	53,000	52,500	500	53,000	2.8%	0	N/A
Member Services and Retention	105,314	96,500	79,000	17,500	96,500	5.0%	0	N/A
Annual General Meeting	6,560	8,000	7,000	1,000	8,000	0.4%	0	N/A
Data Research	0	65,000	53,000	12,000	10,000	0.5%	-55,000	-84.6%
Total Member Services	164,074	222,500	191,500	31,000	167,500	8.7%	-55,000	(24.7%)

Business Development								
Communications and Marketing	273,068	238,500	255,000	-16,500	227,250	11.8%	-11,250	(4.7%)
Event Sponsorships	269,626	104,000	104,000	0	80,500	4.2%	-23,500	(22.6%)
Community Led Event Sponsorships	35,700	30,000	40,000	-10,000	25,000	1.3%	-5,000	(16.7%)
Downtown Gift Card Sponsorships	60,000	60,000	60,000	0	50,000	2.6%	-10,000	(16.7%)
Pandemic Response	80,066	0	80,000	-80,000	0	0.0%	0	N/A
OBIAA Conference	0	0	0	0	15,000	0.8%	15,000	0.0%
Grant Program through MainStreet	100,000	100,000	100,000	0	165,000	8.6%	65,000	65.0%
Business Recruitment through MainStreet	100,000	120,000	120,000	0	140,000	7.3%	20,000	16.7%

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Planters	18,660	33,000	74,000	-41,000	33,000	1.7%	0	N/A
Public Realm/ Art	0	21,000	35,000	-14,000	33,000	1.7%	12,000	57.1%
Cleaning and Maintenance	152,196	162,000	185,000	-23,000	209,380	10.9%	47,380	29.2%
Miscellaneous	0	1,838	1,700	138	1,368	0.1%	-470	(25.6%)
Total Business Development	1,089,316	870,338	1,054,700	-184,362	979,498	51.0%	109,160	12.5%
Other								
Harmonized Sales Tax	13,342	13,800	14,000	-200	15,545	0.8%	1,745	12.6%
Total Other	13,342	13,800	14,000	-200	15,545	0.8%	1,745	12.6%
Total Expenditure	2,132,872	1,845,838	1,990,229	-144,391	1,920,043	100.0%	74,205	4.0%
Net Surplus/ Deficit	-130,323	0	29,951	29,951	0			
Draw from / (Contribution to) Operating Fund	130,323	0	-29,951	-29,951	0			
Net	0	0	0	0	0			

All figures subject to audit.

All figures subject to rounding.

Bill No. 33
2023

By-law No. A.- _____ - ____

A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2023 in accordance with section 208 of the *Municipal Act, 2001*.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* as amended provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* as amended provides that a municipality may pass by-laws respecting; the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS By-law CP-1, as amended, provides for an improvement area to be known as the Old East Village Business Improvement Area and establishes a Board of Management for it known as the Old East Village Business Improvement Area Board of Management;

AND WHEREAS subsection 208(1) of the *Municipal Act, 2001* provides that the municipality shall annually raise the amount required for the purposes of the board of management (of a business improvement area);

AND WHEREAS section 23 of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11 those sections authorize a municipality to delegate its powers under the *Municipal Act, 2001*;

AND WHEREAS it is deemed expedient to pass this by-law;

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

1. That the budget for the 2023 fiscal year submitted by the Old East Village Business Improvement Area Board of Management attached as Schedule "A" is approved.
2. The amount to be raised by the Corporation for the 2023 fiscal year for the purposes of The Old East Village Business Improvement Area Board of Management and pursuant to subsection 208(1) of the *Municipal Act, 2001* is \$42,000.
3. A special charge is established for the amount referred to in section 2 of this by-law by a levy in accordance with By-law CP-1, as amended.
4. The special charge referred to in section 3 of this by-law shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*.

5. The administration of this by-law is delegated to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

Schedule "A"

Old East Village Business Improvement Area 2023 Proposed Budget with 2022 Comparators

Revenue Overview

Revenue Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Municipal Special Levy	42,000	42,000	42,000	0	42,000	16.8%	0	N/A
Tax Write Offs/Allowance	0	-2,000	-2,000	0	-2,000	-0.8%	0	N/A
Net Municipal Special Levy	42,000	40,000	40,000	0	40,000	16.0%	0	N/A
Interest Income		120	233	113	120	0.0%	0	N/A
City of London Funding	141,102	141,102	141,102	0	141,102	56.4%	0	N/A
Draw from Operating Fund		59,128	0	-59,128	69,128	27.6%	10,000	16.9%
Other Program Funding	27,551	0	19,500	19,500	0	0.0%	0	N/A
Digital Main Street Grant	14,608	0		0	0	0.0%	0	N/A
LEDC Vacancy Reduction Program	0	0	85,000	85,000	0	0.0%	0	N/A
Activation Funding	0	0	87,250	87,250	0	0.0%	0	N/A
Canadian Urban Institute	10,778	0	79,000	79,000	0	0.0%	0	N/A
HST Rebate	0	0	0	0	0	0.0%	0	N/A
Miscellaneous Income	0	0	0	0	0	0.0%	0	N/A
Total Revenue	236,039	240,350	452,085	211,735	250,350	100.0%	10,000	4.2%

Expenditure Overview

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Administration								
Telephone and Internet	1,635	1,500	1,650	-150	1,700	0.7%	200	13.3%
Travel	5	700	0	700	700	0.3%	0	N/A
Operating Supplies & Costs	906	2,000	556	1,444	2,000	0.8%	0	N/A
Printing & Communications	289	1,500	651	849	1,500	0.6%	0	N/A
Equipment & Building Allowance	0	4,500	200	4,300	4,500	1.8%	0	N/A
Salary & Benefits	0	2,000	1,698	302	2,000	0.8%	0	N/A
Financial Audits	3,331	2,500	2,300	200	3,350	1.3%	850	34.0%
Training Education Development	0	1,000	158	842	1,000	0.4%	0	N/A
Miscellaneous Expense	7,742	6,000	4,867	1,133	6,000	2.4%	0	N/A
Total Administration	13,908	21,700	12,080	9,620	22,750	9.1%	1,050	4.8%
Rent								
Office Rental	12,659	14,400	12,629	1,771	15,000	6.0%	600	4.2%
Total Rent	12,659	14,400	12,629	1,771	15,000	6.0%	600	4.2%
Member Services								
Advertising Marketing Promotions	16,784	6,950	9,771	-2,821	8,500	3.4%	1,550	22.3%
Purchased Services	26,250	18,300	84,291	-65,991	20,000	8.0%	1,700	9.3%
Salary & Benefits	143,098	150,000	146,328	3,672	160,000	63.9%	10,000	6.7%
Total Member Services	186,132	175,250	240,390	-65,140	188,500	75.3%	13,250	7.6%

Expenditure Detail:	2021 Audited Actuals	2022 Approved Budget	2022 Projected Actuals	2022 Projected Variance	2023 Proposed Budget	Percentage of Total Revenue	Increase/ Decrease over 2022	Percentage Budget Change over 2022
Business Development								
Special Projects	17,179	6,500	98,918	-92,418	10,000	4.0%	3,500	53.8%
Beautification	2,000	5,000	22,300	-17,300	8,100	3.2%	3,100	62.0%
Community Initiatives	206	5,500	4,321	1,179	6,000	2.4%	500	9.1%
Total Business Development	19,385	17,000	125,539	-108,539	24,100	9.6%	7,100	41.8%
Other								
COVID Budget	8,569	12,000	9,915	2,085	0	0.0%	-12,000	(100.0%)
Late Fees Penalties	0	0	886	-886	0	0.0%	0	N/A
Other Program Expenses	10,746	0	0	0	0	0.0%	0	N/A
Amortization of tangible assets	800	0	0	0	0	0.0%	0	N/A
Harmonized Sales Tax	508	0	19	-19	0	0.0%	0	N/A
Miscellaneous	0	0	0	0	0	0.0%	0	N/A
Total Other	20,623	12,000	10,820	1,180	0	0.0%	-12,000	(100.0%)
Total Expenditure	252,707	240,350	401,457	-161,108	250,350	100.0%	10,000	4.2%
Net Surplus/ Deficit	-16,668	0	50,627	50,627	0			
Draw from / (Contribution to) Operating Fund	16,668	0	-50,627	-50,627	0			
Net	0	0	0	0	0			

All figures subject to audit.

All figures subject to rounding.

Bill No. 34
2023

By-law No. A.- ____ - ____

A by-law to approve the Amendment to the Municipality Contribution Agreement between the Ontario Lottery and Gaming Corporation and The Corporation of the City of London (“Amending Agreement”); and to authorize the Mayor and City Clerk to execute the Amending Agreement.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, 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* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things, economic, social, and environmental well-being of the municipality;

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

1. The Amendment to Municipality Contribution Agreement between the Ontario Lottery and Gaming Corporation and The Corporation of the City of London (“Amending Agreement”), substantially in the form attached as Schedule 1, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Amending Agreement approved under section 1 of this by-law.
3. The City Treasurer, or their written designate, is authorized to approve further amending agreements to the Municipality Contribution Agreement between the Ontario Lottery Gaming Corporation and The Corporation of the City of London approved by By-law A.-7011-282
4. The Mayor and Clerk are authorized to execute amending agreements approved by the City Treasurer under the authority delegated under section 3 of this bylaw.
5. The City Treasurer, or their written designate, is delegated the authority to execute any reports or documents required under the Municipality Contribution Agreement between the Ontario Lottery Gaming Corporation and The Corporation of the City of London approved by By-law A.-7011-282.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

EXECUTED VERSION

AMENDMENT TO MUNICIPALITY CONTRIBUTION AGREEMENT

THIS AMENDMENT TO MUNICIPALITY CONTRIBUTION AGREEMENT (this “**Amendment**”) made as of the ____ day of _____, 2022 (the “**Effective Date**”),

BETWEEN:

ONTARIO LOTTERY AND GAMING CORPORATION

(hereinafter referred to as “**OLG**”)

- and -

THE CORPORATION OF THE CITY OF LONDON,
The City Clerk c/o City Clerk’s Office, with its
administrative office located 300 Dufferin Avenue,
Room 308, London, ON N6A 4L9

(hereinafter referred to as the “**Municipality**”).

WHEREAS OLG and the Municipality (the “**Parties**” and each a “**Party**”) are parties to that certain Municipality Contribution Agreement dated as of August 29, 2013 (the “**Contribution Agreement**”);

AND WHEREAS capitalized terms that are used but not defined in this Amendment, including in the recitals hereto, have the respective meanings specified in the Contribution Agreement;

AND WHEREAS pursuant to the Contribution Agreement, the Municipality is entitled to receive from OLG in respect of each Operating Year an Annual Contribution, which is defined and calculated by reference to a percentage of Electronic Games Revenue and Live Table Games Revenue, subject to the terms and conditions of the Contribution Agreement;

AND WHEREAS OLG is willing to conduct and manage Sports and Other Betting (as defined below) at the Location, if OLG’s service provider wishes to offer Sports and Other Betting at the Location;

AND WHEREAS the Parties are entering into this Amendment in accordance with Section 19 of the Contribution Agreement for the purpose of amending the manner in which the Annual Contribution will be calculated if and when Sports and Other Betting is operated at the Location;

NOW THEREFORE THIS AMENDMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Parties herein contained and for other good

and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

1. **Amendment to Section 1 (*Definitions*)**

From and after the Effective Date, Section 1 of the Contribution Agreement is hereby amended by inserting the following definitions in such Section in alphabetical order:

“**Sports and Other Betting**” means, (a) with respect to sports betting, the making of a bet or placing of a wager on any actual sport event or any other athletic contest, race or fight, and (b) with respect to other betting, the making of a bet or placing of a wager on (i) video games that are played competitively, (ii) any non-sporting event (for greater certainty, other than Electronic Games and Live Table Games) where real-world factual occurrences are the contingency on which an outcome is determined (“Novelty Events”), and (iii) any pay-to-play sport betting product that allows participants to assemble a virtual team composed of real players in a given sport and compete against other virtual teams based on the performance of those players in real matches. The making of a bet or placing of a wager on horse racing or on a computer-generated presentation of a random number draw that provides sport-like visual presentation for entertainment purposes only, so that the outcome of the “event” is determined by a random number generator rather actual sports, players or Novelty Events, does not constitute Sports and Other Betting;”

“**Sportsbook Revenue**” means, for any period, the sum of net revenue generated from Sports and Other Betting at the Location, if any, calculated in accordance with International Financial reporting Standards or such other Canadian generally accepted accounting principles as OLG adopts from time to time in its sole discretion. For greater certainty, the Sportsbook Revenue will only include the net revenue generated from Sports and Other Betting at the Location and will not include any revenue whatsoever from other products or services provided by OLG at the Location;”

2. **Amendments to Section 3 (*Payments*)**

From and after the Effective Date, Section 3(a) of the Contribution Agreement is amended by deleting the provisions thereof in their entirety and replacing them with the following:

3 Payments

(a) During the Term and subject to the terms and conditions of this Agreement, the Municipality shall be entitled to receive from OLG in respect of each Operating Year the amount (the “**Annual Contribution**”) equal to the sum of (A) + (B) + (C), where:

(A) is the aggregate (without duplication) of:

(i) 5.25% of the Electronic Games Revenue, if any, generated in such Operating Year that is less than or equal to \$65 million; plus

(ii) 3.00% of the Electronic Games Revenue, if any, generated in such Operating Year, that is more than \$65 million and less than or equal to \$200 million; plus

(iii) 2.50% of Electronic Games Revenue, if any, generated in such Operating Year, that is more than \$200 million and less than or equal to \$500 million; plus

(iv) 0.50% of Electronic Games Revenue, if any, generated in such Operating Year, that is more than \$500 million;

(B) is 4.00% of Live Table Games Revenue, if any, generated during such Operating Year; and

(C) is 4.00% of Sportsbook Revenue, if any, generated during such Operating Year.”

3. **Amendment to Exhibit A (*Calculation of Annual Contribution*)**

From and after the Effective Date, Exhibit A of the Agreement is amended by deleting the provisions thereof in their entirety and replacing them with Exhibit A attached to this Amendment.

4. **Effect of Amendment on Contribution Agreement**

Except as modified by this Amendment, the Contribution Agreement remains unchanged and in full force and effect.

5. **Electronic Execution**

Delivery of an executed signature page to this Amendment by either Party by electronic transmission will be as effective as delivery of a manually executed copy of this Amendment by such Party.

[The next page is the signature page.]

IN WITNESS WHEREOF the Parties have executed this Amendment as of the Effective Date.

ONTARIO LOTTERY AND GAMING CORPORATION

THE CORPORATION OF THE CITY OF LONDON

by _____

Name:
Title:
Date:

("I have the authority to bind OLG.")

Name:
Title:
Date:

Name:
Title:
Date:

("I/We have the authority to bind the Municipality.")

EXHIBIT A

Calculation of Annual Contribution

For example and by way of illustration only: if the Electronic Games Revenue, the Live Table Games Revenue and the Sportsbook Revenue for an Operating Year is \$650 million, \$100 million and \$10 million respectively and as further described in Table A below, then the applicable Annual Contribution for such Operating Year would be \$20,112,500.

TABLE A

	Electronic Games Revenue (in millions)	Live Table Games Revenue (in millions)	Sportsbook Revenue (in millions)	Annual Contribution Quarterly Payment (in millions)
Operating Year Quarter No. 1 (March 1 – June 30)	\$100	\$25	\$2.5	$[(0.0525 \times \$65) + (0.03 \times \$35)] + [0.04 \times \$25] + [0.04 \times \$2.5] = \$5.5625$
Operating Year Quarter No. 2 (July 1 – September 30)	\$175	\$22	\$2.2	$[(0.03 \times \$100) + (0.025 \times \$75)] + [0.04 \times \$22] + [0.04 \times \$2.2] = \$5.843$
Operating Year Quarter No. 3 (October 1 – December 31)	\$170	\$23	\$2.3	$[0.025 \times \$170] + [0.04 \times \$23] + [0.04 \times \$2.3] = \5.262
Operating Year Quarter No. 4 (January 1 – March 31)	\$205	\$30	\$3.0	$[(0.025 \times \$55) + (0.005 \times \$150)] + [0.04 \times \$30] + [0.04 \times \$3.0] = \$3.445$
Total	\$650	\$100	\$10	\$20.1125

Bill No. 35
2023

By-law No. A.- _____ - _____

A by-law to approve the Contribution Agreement between The Corporation of the City of London and the Ontario Aboriginal Housing Support Services Corporation (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement.

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

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 107(1) of the Municipal Act, 2001 authorizes a municipality to make a grant on such terms as to security and otherwise as the council considers appropriate to any person, group or body for any purpose that the council considers to be in the interests of the municipality;

AND WHEREAS subsection 107(2) of the Municipal Act, 2001 provides that the power to make a grant includes the power to make a grant by way of loan and to charge interest on the loan;

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

1. The Contribution Agreement between The Corporation of the City of London and the Ontario Aboriginal Housing Support Services Corporation for (“Agreement”) substantially in the form attached as Schedule “I” to this by-law is hereby authorized and approved.
2. The Deputy City Manager, Planning and Economic Development is authorized to approve any amendments to the Contribution Agreement approved under section 1 of this by-law.
3. The Mayor and the City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
4. The Deputy City Manager, Planning and Economic Development is authorized to approve and execute any amending agreements to the Contribution Agreement approved under section 1 of this- bylaw or new agreements related to funding 18 Elm Street provided that the funding in said agreements are within approved budgets or funding allocations and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

CONTRIBUTION AGREEMENT

This Agreement made the _____ day of November 2022.

BETWEEN:

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

- and -

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION
(hereinafter called the "Proponent")

WHEREAS:

- A. The Proponent is a not-profit housing provider focused on creating safe, affordable housing for the Indigenous community and has come together with the City to establish housing services for the Indigenous community within the geographic territory of the City.
- B. The Proponent entered into a Letter of Intent ("LOI") dated November 30, 2020, with the Housing Development Corporation, London ("HDC"), a municipal service corporation of the City, facilitate the Proponent's development and operation of a forty-two (42) unit multi-residential Indigenous led specialized affordable housing development on the property municipally known as 18 Elm Street, London (the "Property").
- C. Pursuant to the LOI, HDC prepared the land for development and entered into an agreement with the Proponent to facilitate the conveyance of the Property (the "APS"), subject to certain conditions;
- D. As a condition of the APS, the Proponent has agreed to enter into this Contribution Agreement with the City for the purpose of establishing the parties' respective interests and obligations with respect to the completion of the Project, securing the City/HDC's contributions to the Project and clarifying the Proponent's commitment to provide affordable housing.

NOW THEREFORE, in consideration of the sum of TWO DOLLARS (\$2.00) now paid by the Proponent to the City and for other good and value consideration, the receipt of which is hereby acknowledged, the City and the Proponent agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, including its Schedules, unless the context requires otherwise,

- "Affordability Period" means the period during which the average rent in a Project is required to be maintained at an affordable level, as determined in accordance with this Agreement under Section 4.1 or as otherwise established by the City;
- "Affordable Rent" means a housing portion of rent for a unit that does not exceed 80% of the CMHC MMR for that Unit. The Affordable Rent must include at least the unit heat, water, fridge, and stove;
- "Affordable Rental Housing" means new, purpose-built, rental housing accommodation Units in any building or buildings which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve Affordable Rent, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- "Affordable Rental Housing Unit" means the 42 Units the Proponent has agreed to provide in accordance with the terms set out in this Agreement.
- "Agreement" and "Contribution Agreement" means this Contribution Agreement entered into between the City and OAHS.
- "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- "CMHC" means Canada Mortgage and Housing Corporation;
- "Development Activities" means those activities which have been approved for the Project as set out in the approved Plans and Specifications and, generally, activities that are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes and include the acquisition of property;

- “Force Majeure” means a delay arising from strike, lockout, lockdown, riot, insurrection, terrorism, war, fire, tempest, act of God, pandemic, lack of material or supply of service at a reasonable cost, inclement weather, binding orders, directives or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party's obligations under this Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
 - “Housing” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
 - “Interest Adjustment Date (or “IAD”) means the date on which the Proponent makes the first payment of principal and interest in respect of the Proponent's permanent financing obligations for the Project, following the completion of construction;
 - “Improvements” means the improvements to be made on the Property, consisting of a building and other improvements to be constructed by the Proponent on the property in accordance with the Plans and Specifications;
 - “Loan” means as described in 2.1;
 - “Median Market Rents (MMR)” means the median monthly market rent for a rental housing unit, by unit type, as published by CMHC (or, should CMHC not publish such information, as determined from time to time by the City, acting reasonably), as adjusted on an annual basis;
 - “Occupancy Date” means the date on which initial occupancy of a Unit in the Project is permitted by the City;
 - “Parties” means the Proponent and the City and "Party" means either of them, as the context may require;
 - “Permitted Encumbrances” means the encumbrances encumbering the Affordable Housing Units listed in Schedule "D", together with such renewals or replacement financing that may be approved by the City, acting reasonably, during the term of this Agreement;
 - “PIPEDA” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto;
 - “PIPEDA Protected Information” means any "Personal Information" or "Personal Health Information", as defined under PIPEDA;
 - “Plans and Specifications” means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and as certified by a Quantity Surveyor;
 - “The Project” means the property and the building(s), as approved by the City, as the context may require on lands described in Schedule “E”;
 - “Quantity Surveyor” means such architect, engineer or other professional duly licensed to practice in the Province of Ontario as the Proponent may from time to time appoint to supervise, direct, monitor, inspect or assess the Project or a specific aspect of the Development Activities;
 - “Security Documents” means the security documents attached to and forming part of the Contribution Agreement under Schedule “C”;
 - “Service Manager” means The Corporation of the City of London;
 - “Substantial Completion” means the substantial performance, within the meaning of the Construction Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Agreement;
 - “Unit” means a self-contained residential dwelling.
- 1.2 All references in this Agreement including without limitation, the Schedules hereto, to “rent” are deemed to include housing charges paid by members of non-profit housing cooperatives and “rental” is deemed to have a corresponding meaning.
- 1.3 The following Schedules are attached to and form part of this Agreement:
- | | |
|----------------|--|
| Schedule “A” | Option Agreement |
| Schedule “B” | Rental Protocol / Tenant Placement Agreement |
| Schedule “C-1” | City Charge/Mortgage of Land |
| Schedule “C-2” | Assignment of Rents |
| Schedule “C-3” | Security Agreement |

Schedule "D"	Permitted Encumbrances
Schedule "E"	Legal Description of Property and The Project
Schedule "F"	Project Information Form
Schedule "G"	Municipal Contribution Breakdown

1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2. MUNICIPAL CONTRIBUTION TO PROJECT

2.1 The Proponent acknowledges that the Municipal Contribution to the Project, consisting of acquisition, demolition, pre-development activities and approvals, and staff services costs to acquire and assemble the Property for the purposes of completing the Project, being the total amount of one million three hundred ninety-two thousand four hundred fifty-three dollars and eighty-seven cents (\$1,392,453.87), as outlined in Schedule G, shall constitute a debt owed to the City by the Proponent, forgivable in accordance with the terms of this Agreement (the "Loan").

2.2 The City may provide support to the Proponent with the contract administration and project management activities to deliver the Project in accordance with the Plans and Specifications. The Proponent will execute any and all documentation in its capacity as the owner of the Property. Any and all costs associated with the Development Activities shall be the sole responsibility of the Proponent.

2.3 The City and Proponent shall jointly review and approve a construction schedule, which shall include a Project Completion Date, and construction budget no later than four (4) weeks prior to the start of construction. The construction budget shall include soft costs, and the cost of each item of the Project.

2.4 The City and Proponent will jointly review and approve any material amendment to the construction schedule and construction budget. A material amendment shall mean any single amendment that increases the cost of the fixed price construction contract by an amount exceeding \$20,000 or any series of amendments that, in the aggregate, increase the cost of constructing the Project by an amount exceeding \$50,000.

3. SPECIAL CONDITIONS

3.1 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with this Agreement and in conformity with the Plans and Specifications.

3.2 The Proponent shall, subject to Force Majeure, achieve substantial completion of the Project in accordance with the terms of this Agreement.

3.3 The Proponent acknowledges and agrees that a portion of the Property will be conveyed as parkland to the City at no cost as the required Parkland Dedication through the site plan process for the Project, free and clear of all encumbrances (the "Parkland").

3.4 The Proponent shall discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against the Project.

3.5 The Proponent shall not at any time during the term of this Agreement breach any Contribution Agreement respecting the Project, including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act, 2001* and shall not, through any breach on its part, cause such other entity to terminate a Contribution Agreement for cause. The Proponent agrees that a breach by it of any such Contribution Agreement, that has not been corrected, shall constitute a breach of this Agreement. The Proponent shall provide the City with evidence of its good standing under any such Contribution Agreement within thirty (30) days following its receipt of a written request from the City.

4. OPERATION OF AFFORDABLE HOUSING

4.1 The Proponent shall provide and maintain forty-two (42) Affordable Rental Housing Units within the Project, for a period of twenty-five (25) years (the "Affordability Period") commencing upon the Occupancy Date.

4.2 The City recognizes the Project as an Indigenous led affordable rental housing Project that will serve to house and support members of the Indigenous community.

- 4.3 The Proponent agrees to operate the Units in accordance with their organizational mandate and policies and in accordance with the terms set out in Schedule "B" of this Agreement.
- 4.4 The Proponent acknowledges and agrees that the Rental Protocol in Schedule "B" applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the Residential Tenancies Act, 2006.
- 4.5 The parties will meet to coordinate tenant selections for the identified Designated Units and execute a Tenant Placement Agreement prior to occupancy as determined by the Chief Building Official.
- 4.6 The Proponent acknowledges and agrees that all forty-two (42) Affordable Rental Housing Units in the Project will not exceed the Affordable Rent of 80% of the CMHC MMR as outlined in Schedule "B". Affordable Rent increases may follow the *Residential Tenancies Act, 2006* rent increase guidelines but shall not exceed 80% of the CMHC MMR for the term of the Agreement.
- 4.7 The City shall meet with the Proponent to discuss whether Rent Supplement agreements with City of London may be available for any Affordable Rental Housing Units forming part of this Agreement as Schedule "B".
- 4.8 The Proponent acknowledges and agrees that the Affordable Rent for a Project include the provision of a fridge, stove, water, air conditioning and heat.
- 4.9 The Proponent acknowledges and agrees that a minimum 4% of the annual rental income will be designated to a reserve fund account and, if requested, will provide account information to the Service Manager within thirty (30) days.

5. TERMS OF THE LOAN

- 5.1 The Loan shall have a term of twenty-five (25) years equivalent to the Affordability Period, commencing as of the Occupancy Date of the Project.
- 5.2 Prior to the Interest Adjustment Date, interest shall accrue on the total amount of the Loan at the rate of eight percent (8%) per annum. The interest so calculated shall compound annually, not in advance, until the Interest Adjustment Date.
- 5.3 The amount of interest accrued on the Loan as calculated in section 5.2 shall be forgiven on the Interest Adjustment Date, provided that the Proponent has satisfied all requirements as set out in section 2 and is otherwise in good standing under this Agreement.
- 5.4 Following the Interest Adjustment Date, interest shall accrue on the total amount of the Loan at the rate of eight per cent (8%) per annum. The interest so calculated shall compound annually, not in advance.
- 5.5 Where the Proponent has satisfied the requirements of this Agreement, as of such anniversary date, the amount of the interest so owing shall automatically be forgiven on each anniversary date of the Interest Adjustment Date. The Proponent shall only pay the City the amount of interest, as calculated on the Loan amount according to the interest rate stipulated in section 5.4 if the requirements of this Agreement are not met.
- 5.6 The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Affordability Period, provided that the Proponent has fulfilled all the requirements of the Program as set out in this Agreement.
- 5.7 The Proponent shall provide the City with such information respecting the Proponent's permanent financing obligations for the Project as the City may require from time to time.

6. SECURITY

- 6.1 In conjunction with the conveyance of the Property to the Proponent, the Proponent shall provide the City with executed registerable security documents in the form attached hereto as Schedules "C-1", "C-2" and "C-3" (the "Security"), completed in accordance with this Agreement.
- 6.2 The Security shall be collateral to this Agreement. The amount of all contributions from the City and/or HDC shall be included in the Security documents. The amount of any eligible

in-kind contributions from the City and/or HDC shall not be included in the Security documents, save and except those contributions described in section 2 of this Agreement.

6.3 Without limiting the Proponent's covenants and the remedies of the City under the Contribution Agreement and the Security, the Proponent agrees that a breach of this Agreement shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement.

6.4 The City acknowledges and agrees that notwithstanding that the Security provides that the principal and interest secured thereunder is payable on demand, the City shall have no right to demand payment thereunder except in accordance with the provisions of this Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to the Loan.

6.5 The Security shall rank immediately behind the registered security for the Proponent's Permitted Encumbrances obligations for the Project unless the City determines that the Security shall have a lesser priority. If required, the City may enter into any postponement, priority and standstill agreements required by the Proponent's First Mortgage lenders if deemed advised in its sole discretion.

7. ACCOUNTABILITY FRAMEWORK

7.1 (a) In the event:

- i. The City is advised by the Proponent that the Project will not proceed; or
- ii. The building permit for the Project is not issued on or before December 31, 2023, or such longer period of time as the City may determine; or
- iii. the Proponent has not complied with a term or condition of this Agreement; or
- iv. the Proponent will be in default, the Loan shall be payable to the City, forthwith upon demand.

(b) Without limiting the Proponent's obligations under any other section, the Proponent, if requested by the City, shall forthwith submit to the City information similar to an occupancy report, where necessary, in addition to any such material that the Proponent may have previously submitted to the City.

7.2 The Proponent represents that it has not provided any false or misleading information in relation to the Project and agrees that it shall not provide any false or misleading information under this Agreement.

7.3 The Proponent shall, at a mutually convenient and agreeable time, give the City free access to the Project and to such staff, documents, books, records, and accounts as may be required to conduct an audit, investigation, or inquiry for the purpose of verifying compliance with this Agreement.

7.4 The City may conduct an audit, investigation, or inquiry in relation to the Project or any larger development or project of which the Project is a part of, and the Proponent shall provide free access, at a mutually convenient and agreeable time, to the Project and to such staff, documents, book, records and accounts as may be determined by the City.

7.5 The provisions of sections 7.1, 7.2, 7.3 and 7.4 shall continue to apply for a period of seven (7) years following the end of the Affordability Period or the date of any early termination of this Agreement.

8. COMMUNICATIONS PROTOCOL

8.1 The Proponent and the City shall mutually and collaboratively organize any press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project as may be required by the parties.

8.2 During the period of the Development Activities related to the Project, the Proponent and the City shall mutually and collaboratively design and erect a Project sign that shall remain in place throughout the construction period.

8.3 The Proponent and the City may, in the spirit of reconciliation, mutually and collaboratively design and install a plaque or permanent sign bearing an appropriate inscription. .

9. REMEDIES

9.1 Upon the occurrence of any one or more of the following events (each an "Event of

Default”):

- (a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Agreement within thirty (30) days of receipt of written notice of the “failure” from the City provided the Proponent shall not be deemed to be in default if within the said period of thirty (30) days, the Proponent commences the necessary action to remove the “failure” and such action is diligently prosecuted;
- (b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;
- (c) the Improvements have not been substantially completed in accordance with the Plans and Specifications and in accordance with the construction schedule approved pursuant to section 2.3 of this Agreement, or such substantial completion not certified to the City by the Quantity Surveyor on or before 12 months after the Project Completion Date in the construction schedule approved pursuant to section 2.3 of this Agreement;
- (d) any person commences an action, suit or proceeding materially affecting the Project or file a lien against the Property, or any person shall commence an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent shall diligently contest such action, suit or proceeding and discharge any such lien forthwith without the requirement of notice by the City and post such bonds, cash or letters of credit or give such other security in order to obtain such discharge in amounts and on terms satisfactory to the City, acting reasonably;
- (e) the Proponent ceases to carry on business;
- (f) the Proponent:
 - (i) becomes insolvent or unable to pay its debts as they become due; or
 - (ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
 - (iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
 - (iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
 - (v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- (g) any of:
 - (i) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within 30 days; or
 - (ii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
 - (iii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the City, materially impair the ability of the Proponent to perform its obligations under this Agreement or any of the Security Documents shall be made, given or issued against the Proponent or in respect of its property and assets, and such petition, order, writ or judgment is not vacated or stayed within 15 days after its date;
- (h) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the City, detrimentally affect the ability of the Proponent to meet its obligations to the City; and
- (i) if the Improvements shall be entirely destroyed or damaged to such an extent that, in the opinion of the Quantity Surveyor, acting reasonably, they are no longer fit for the purpose for which they were intended and the insurance proceeds, if any, held by the City, in the opinion of the Quantity Surveyor, acting reasonably, insufficient to repair such destruction or damage, and the Proponent has not provided evidence satisfactory to the City of the timely availability of such sufficient funds, then, at its option, the City may declare the full principal amount of the Loan then advanced, together with all other monies owing to the City hereunder, due and payable forthwith. In such case, the City may realize upon any and all security pledged to it and may

commence such other legal actions or proceedings against the Proponent, the Property or assets of the Proponent as may be permitted hereunder, by any one or more of the Security Documents or at law or in equity, all as it, in its sole discretion, deems expedient. The Proponent hereby acknowledges that the City's remedies are cumulative and not mutually exclusive.

- 9.2 Complete Construction: If an Event of Default shall occur, then a mutually agreed Committee of Stakeholders including the Proponent and the City shall be formed to establish an appropriate remedy. If the Committee of Stakeholders is not able to reach an agreement on an appropriate remedy, the City may, in addition to any other remedy available to it, enter upon and take charge of the Project and assuming full charge of the Improvements and may complete the Improvements or enter into a contract with another to complete the same, and all amounts advanced for such purpose, including reasonable legal fees incurred by the incident to the enforcement of any provisions hereof, shall be an indebtedness of the Proponent to the City. All such amounts, even though they may, when added to the monies advanced and disbursed under this agreement, exceed the Loan, shall be secured by the Mortgage and other Security Documents.
- 9.3 During Term of Agreement: Should the Proponent be in default under the terms of the Loan or under the terms of this Agreement or under the terms of any mortgage or other encumbrance registered on title to the Property, the City shall have the right to declare all or part of the unearned portion of the Loan due and payable immediately.
- 9.4 Assignment of Plans and Specifications: The Proponent hereby assigns to the City and its successors, the right to possess and use the Plans and Specifications and the Proponent's rights under all construction contracts, for the purpose of completing the Improvements if Proponent defaults subject to any prior assignment to the holder of any primary financing against the Property.
- 9.5 Costs and Expenses of Collection: All reasonable costs and expenses of collection (including legal fees, disbursements and court costs) of all amounts owing hereunder or of enforcement of any security created in favour of the City pursuant hereto, shall be for the account of the Proponent and shall be repayable within thirty (30) days from the date of request.

10. OPTION TO PURCHASE THE PROPERTY

- 10.1 In addition to the Security Documents, the Proponent shall grant the City an Option to Purchase the Property in accordance with Schedule "A" for a term of twenty (20) years, exercisable upon an Event of Default under Section 9 of this Agreement or a transfer or assignment of the Proponent's interest in the Property, save and except the Parkland, pursuant to Sections 12.2 (b) and 15.12.
- 10.2 The Proponent hereby consents to the City's registration of a Notice of Option to Purchase against title to the Property, in priority to the Security Documents. The Notice of Option to Purchase shall be postponed in favour of the Permitted Encumbrances in the same manner as the Security Documents in accordance with section 6.5.

11. REPRESENTATION AND WARRANTIES

- 11.1 The Proponent represents and warrants to the City that:
- a. The Proponent is a duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full capacity, power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
 - b. The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
 - c. Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof and of the mortgage will conflict with, or result in a breach of any of the terms, conditions or provisions of the constating documents of the Proponent or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or (except as contemplated by this Agreement) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or

assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.

- d. There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- e. Except as previously disclosed in writing to the City, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- f. None of the information, financial or otherwise, provided by the Proponent to the City and to induce the City to convey the Property and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

12. COVENANTS OF THE PROPONENT

12.1 The Proponent covenants and agrees with the City that, it shall:

- a. take all such actions and do all such things required to develop and continuously carry on the construction of the Improvements in a good and workmanlike manner and in accordance with the Plans and Specifications;
- b. do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licenses and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personal owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c. pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the City, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings and provided that, in such case the Proponent shall have provided the City with appropriate security;
- d. deliver to the City the statements and reports as required by the Contribution Agreement.

12.2 The Proponent covenants and agrees with the City that, so long as any obligation is outstanding by the Proponent to the City hereunder the Proponent will not, without the prior written consent of the City, which consent may not be unreasonably withheld:

- (a) create, incur, assume or permit to exist, after knowledge of the existence thereof, any mortgage, pledge, lien, hypothecation, charge (fixed or floating), security interest or other encumbrance whatsoever on the Property or any personal property or fixtures thereon except the encumbrances created by the following encumbrances (collectively, the "Permitted Encumbrances"):
 - i. the First Mortgage;
 - ii. encumbrances created in favour of or assigned or pledged to the City;
 - iii. inchoate or statutory liens for taxes which have not been assessed, or if assessed, which are either not delinquent or which are being contested by bona fide proceedings in good faith, and sufficient security for the payment of same has been given to the City, if requested;
 - iv. inchoate or statutory liens of contractors, sub-contractors, mechanics, suppliers, workers and others in respect of the construction, maintenance, repair and operation of the Improvements, provided that the same are not registered encumbrances against title to the Property or any personal property, or, if so registered, have been postponed to all charges in favour of the City contained in the Security Documents or are being contested by bona fide proceedings in good faith with sufficient security for the payment thereof having been given to the City

or paid into Court to prevent effectively in the City's opinion realization by disposal or other alienation from the Proponent of its legal or beneficial title to or interest in any such property; and

v. other Permitted Encumbrances listed in Schedule "D" hereto.

- (b) become a party, without the prior written consent of the City, to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- (c) permit any change in the beneficial ownership of the Proponent without prior written consent of the City;
- (d) make any material change in the Plans and Specifications or the Construction Contract which pertains to the number or type of residential dwelling units of the Project without the prior written approval of the City; or
- (e) change its fiscal year end or change the basis upon which the financial records of the Proponent are maintained, without the prior written consent of the City.

13. INDEMNIFICATION

13.1 The Proponent shall indemnify and save harmless the City and HDC from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the Units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.

13.2 The Proponent agrees to purchase and maintain, during the term of this Agreement third party liability insurance in a limit of not less than five million dollars (\$5,000,000) covering bodily injury, loss or property damage resulting from any activity related in any way to this Agreement. This insurance shall include the City and HDC as an additional insured, a cross liability clause, severability of interest clause, non-owned automobile insurance and personal injury liability clause

13.3 The Proponent further agrees, upon Substantial Completion, to purchase and maintain insurance policies that a prudent manager of similar premises would maintain and, without limiting those types of policies, at least the following:

- a) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of the Project and with a deductible of not more than one hundred thousand dollars (\$100,000);
- b) All risks property insurance (including flood and earthquake) in an amount equal to the full replacement cost of the Project and with a deductible of not more than one hundred thousand dollars (\$100,000).

13.4 In addition, during the design and construction period of the contract the Proponent will obtain and maintain the following policies of insurance:

- a) All risk builder's risk property insurance for the full replacement value of the completed construction project, including boiler and machinery, earthquake and flood based on a stated amount co-insurance and including a waiver of subrogation and loss payable, as their interest may appear, in favour of the City and HDC, and with a deductible of not more than one hundred thousand dollars (\$100,000) and remaining in effect until the completion of construction;

Construction wrap-up liability insurance coverage including owners and contractors protective, broad form products and completed operations, cross liability and severability of interest clauses, blanket contractual, hook liability, employers liability, non-owned automobile liability and shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, tunnelling and grading, and similar operations associated with the construction work, as applicable; to an inclusive limit of not less than \$5,000,000 and in the joint names of the Proponent, City and HDC, designated consultants, designated contractors, all other contractors, sub- contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons (including, but not limited to directors, officers, employees, shareholders, legislators and officials involved in the Project) which the City or HDC reasonably may require to be added as insured parties.

- 13.5 The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Agreement, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the City or HDC shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City and HDC hereunder. No such insurance taken out by the City or HDC shall relieve the Proponent of its obligations to insure hereunder and the City and HDC shall not be liable for any loss or damage suffered by the Proponent.
- 13.6 The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. Evidence that the insurance described above is in force shall be provided to the City prior to commencement of the Agreement and thereafter once annually at least ten (10) clear days prior to the renewal date of the policy, and that the insurance will not be cancelled or permitted to expire unless the insurer notifies the City in writing at least thirty (30) days prior to such cancellation.
- 13.7 Further, the Proponent shall require all professionals involved with the Project to carry professional (errors and omissions) liability insurance in an amount not less than two million (\$2,000,000) dollars and make reasonable efforts to verify such insurance is in force throughout the period of the work.
- 13.8 The Proponent agrees to obtain for its employees and to require all designated consultants, designated contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons Workplace Safety and Insurance Board coverage and to ensure that such coverage continues in effect throughout the period of the work.

14. NOTICE

- 14.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
- (a) delivered personally;
 - (b) sent by prepaid courier service; or
 - (c) sent by e-mail communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the City:

The Corporation of the City of London
Municipal Housing Development
P.O. Box 5035 London, ON N6A 4L9
E-mail: housing@london.ca
 - (ii) in the case of notice to the Proponent:

Ontario Aboriginal Housing Support Services Corporation
500 Bay Street
Sault Ste. Marie, ON P6A 1X5
Attention: Chief Executive Officer
Email: jmarchand@oahssc.ca

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:20 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

15. GENERAL

- 15.1 Any power, right or function of the City contemplated by this Agreement, may be exercised by any employee, agent or assign of the City who is hereby specifically authorized in this regard.
- 15.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the City pursuant to this Agreement.
- 15.3 The Proponent represents and warrants that:
- (a) it shall preserve the PIPEDA compliance of all PIPEDA protected Information transferred to it by the City or HDC;
 - (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
 - (c) it shall ensure the PIPEDA compliance of all PIPEDA protected information that it transfers to the City or HDC.
- 15.4 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Proponent as partners of each other.
- 15.5 No member of:
- (a) the House of Commons or Senate of Canada; or
 - (b) the Legislative Assembly of Ontario; or
 - (c) the Municipal Council constituting the Service Manager or the Municipal Council of any local municipality of the Service Manager or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;
- shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement.
- 15.6 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Proponent or their respective solicitors on their behalf, who are hereby expressly authorized in this regard.
- 15.7 Any tender of documents or money hereunder may be made by the City or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.
- 15.8 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed, and which has the effect of supplementing or superseding such statute or regulations.
- 15.9 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 15.10 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.
- 15.11 This Agreement shall be read with all changes of gender and number required by the context.
- 15.12 (a) The Proponent shall not transfer or convey its interest in all or any part of the Project without, subject to subsection 15.12(b), simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the City, in a form satisfactory to the City, to assume all of the Proponent's obligations under this Agreement and to provide the City with Security in accordance with this Agreement.
- (b) The Proponent shall not assign its interest in this Agreement and/or the Property without the prior written consent of the City, which consent shall not be arbitrarily or unreasonably withheld;

(c) For the purpose of this Agreement, a transfer of the beneficial interest in the shares of the Proponent shall be deemed to constitute an assignment if it results in a change in the party or parties who owns or own more than fifty per cent (50%) of the voting shares of the said corporation.

- 15.13 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 15.14 If more than one entity is a party to this Agreement as a Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 15.15 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions herein restricting the Proponent's ability to assign this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the **Parties**.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION

Justin Marchand, Chief Executive Director

I have the authority to bind the Corporation.

SCHEDULE "A"
OPTION AGREEMENT

This Option Agreement dated the _____ day of _____, 2022.

Between:

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION

hereinafter called "the Optionor"
- OF THE FIRST PART -

and

THE CORPORATION OF THE CITY OF LONDON

hereinafter collectively called "the Optionee"
- OF THE SECOND PART -

WHEREAS the Optionor is the owner of an estate in fee simple in the lands hereinafter referred to;

AND WHEREAS the Optionee has conveyed to the Optionor, the lands and premises municipally known as 18 Elm Street and legally described as the PT LT 44, PLAN 404 AS IN EL23522, PT LTS 38 & 39, PLAN 404, PART LTS 43, 42, 41, & 40 PLAN 404, PT LT 10 CON B AS IN EL23319; EXCEPT EL25458 LONDON/LONDON TOWNSHIP in the City of London, County of Middlesex hereinafter referred to as the "Property", pursuant to an Agreement of Purchase and Sale dated _____ ("APS") and subject to the conditions contained in the Contribution Agreement to which this Option Agreement is appended;

AND WHEREAS it being a condition of the conveyance of the Property to the Optionor that the Optionee be granted an Option to reacquire the Property in fee simple, free and clear of all liens, claims, charges or encumbrances, under certain conditions;

NOW THEREFORE this agreement witnesseth that in consideration of these covenants and agreements herein contained, and in consideration of the payment or payments made or to be made to the Optionor by the Optionee in accordance with the provisions of this agreement, the Optionor agrees to sell to the Optionee the Property upon the terms and subject to the conditions hereinafter set forth:

1. Capitalized terms in this Agreement not otherwise defined shall have the meaning defined within the Contribution Agreement to which this Option Agreement is appended.
2. The Optionor hereby grants to the Optionee, for a period of twenty (20) years commencing on the date of closing, in accordance with the executed APS (the "Term") the option to purchase the Property for the purchase price as hereinafter set forth subject to the terms and conditions set out herein (the "Option"). The Option shall be exercisable by the Optionee only upon the occurrence of any one of the following events (the "Triggering Events") during the Term:
 - a. The occurrence of an Event of Default under Section 9 of the Contribution Agreement; or
 - b. The Optionor requests the City's consent to assign or otherwise transfer their interest in the Property pursuant to Sections 12.2(b) or 15.12(b) of the Contribution Agreement.
3. The Optionor may exercise the Option by the delivery of written notice to the Optionor at any time after the occurrence of a Triggering Event, prior to the expiry of the Term. The date for completion ("Closing") specified in such notice from the Optionee to the Optionor shall be no less than 30 days and no more than 120 days after the date of such notice, subject to any further extensions of Closing required to facilitate the determination of the purchase price.
4. The purchase price for the Property pursuant to the Option shall be at the mutually negotiated fair market value of the Property, save and except the value of the Parkland required to be conveyed to

the City pursuant to the APS and Contribution Agreement, determined as of the date of the exercise of the Option. The fair market value shall be such amount as is agreed upon by the Optionor and Optionee or, failing such agreement, such amount as may be as determined by a qualified appraiser selected by agreement of the parties or, failing agreement as to an appraiser, the average of the amounts determined by three qualified appraisers, one of whom shall be selected by the Optionor, one of whom shall be selected by the Optionee and the third of whom shall be selected by the other two appraisers. The purchase price shall be paid by cash or cheque of lawful money of Canada as follows:

- (a) The Optionee shall be credited a setoff against the purchase price equivalent to the total amount of the Loan, being (\$1,392,453.87), as outlined in Schedule G, plus any accrued interest that remains payable at the date of exercise of the Option and any additional amounts the parties may agree remain owing to the Optionee by the Optionor on Closing;
 - (b) the balance of the purchase price shall be paid by the Optionee on Closing, subject to the usual adjustments.
5. The Optionor shall on Closing execute and deliver to the Optionee a good and valid deed or Transfer (the "Conveyance") of the Property in appropriate form for registration in the land registration office where the Property are recorded in order to enable the Optionee to be registered as owner in fee simple of such Property and the Optionor covenants with the Optionee that it will execute such further assurances of the Property as may reasonably be required.
6. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with. If prior to Closing any valid objection to title or to the fact that the proposed use of the Property by the Optionee may not lawfully be undertaken is made in writing to the Optionor (or its solicitors) and which the Optionor is unable or unwilling to remove, remedy or satisfy and which the Optionee will not waive, this agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies therefore paid shall be returned to the Optionee without interest or deduction and the Optionor shall not be liable for any costs or damages.
7. The Optionor covenants to the Optionee that it has the right to convey the Property to the Optionee notwithstanding any act of the Optionor and that the Optionee shall have vacant and quiet possession of the lands free from all encumbrances, except as aforesaid, from and after Closing.
8. The Property and any other things being purchased shall be and remain until Closing at the risk of the Optionor. Pending Closing, the Optionor 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 Optionee may either terminate this agreement or else take the proceeds of any insurance and complete the purchase.
9. All Harmonized Sales Tax (HST), if any, which may be payable in connection with this transaction shall be in addition to and not included in the Purchase Price. The Optionee is a HST Registrant and will account for its HST liability, if any, in accordance with Subsection 228(4) of the Excise Tax Act.
10. The Optionor shall pay all charges including, without limitation, taxes (including local improvements) levied against the Property up to and including Closing and the Optionee shall pay all said taxes after that date.
11. The Optionor hereby agrees that the Optionee shall have the right to register this Option Agreement, or notice of any of the Optionee's rights hereunder, against the title to the Property, and the Optionor agrees to promptly execute any documents required in connection therewith.
12. This Agreement is conditional on compliance with the subdivision control provisions of the Planning Act (Ontario).

- 13. This Agreement shall be binding upon and ensure to the benefit of the Optionor and the Optionee and their respective successors and assigns and the Optionor covenants and agrees that prior to conveying any interest in the Property it shall obtain an agreement by any successor, assigns or transferee in favor of the Optionee whereby such successor, assign or transferee to be bound by all of the terms of this Agreement in favor of the Optionee.
- 14. The parties hereto acknowledge each with the other that neither execution nor registration of the Conveyance, nor the issuance of title to the Optionee, shall supersede, cancel or in any way render unenforceable any of the provisions of this agreement.
- 15. All notices required or permitted to be given hereunder shall be in writing and may be given by either delivering the same to the other party, or (ii) if postal service is fully operative, by mailing same by registered mail postage prepaid:

in case of the Optionee to:

The Corporation of the City of London
 Realty Services Division
 300 Dufferin Avenue, P.O. Box 5035
 London, ON N6A 2L9
 Attention: Director, Realty Services

and in the case of the Optionor to:

Ontario Aboriginal Housing Support Services Corporation
 500 Bay Street, Sault Ste. Marie, ON P6A 1X5
 Attention: Chief Executive Officer

or to such other address as the Optionee and the Optionor respectively may from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the date on which it was delivered or if mailed shall be deemed to have been given to and received by the addressee on the fifth business day following the date on which it was deposited in the mail, except in the event of interruption of mail service after mailing, in which event it shall be deemed to have been given when actually received.

IN WITNESS THEREOF the Optionee has hereunto executed this agreement as of the day and year first above written.

**ONTARIO ABORIGINAL HOUSING
 SUPPORT SERVICES CORPORATION**

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

) **THE CORPORATION OF THE CITY OF LONDON**
)
)
)
)
) Josh Morgan, Mayor
)
)
)
)
) Michael Schulthess, City Clerk

SCHEDULE “B”

RENTAL PROTOCOL / TENANT PLACEMENT AGREEMENT

1. DEFINITIONS

1.1 In this Schedule “B”, unless the context requires otherwise,

- “Agreement” means the Contribution Agreement to which this Schedule “B” is attached; and
- when used in this Schedule “B”, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

- 1.2 The definitions in the Agreement shall apply to this Schedule “B”, in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Schedule are references to sections of the Schedule and not sections of the Agreement, unless otherwise explicitly stated.

2. PROJECT RENTS

2.1 During the Affordability Period, the Proponent shall not charge rent for an Affordable Rental Housing Unit in the Project in excess of the affordable rent permitted under this Schedule “B” nor increase any rent charged for a Unit except as permitted in this Schedule “B”.

3. RENTS

3.1 Initial rents listed herein and in Schedule “F” will not be adjusted prior to occupancy.

Affordable Rent Units: forty-two (42) Affordable Rental Housing Units shall not exceed eighty per cent (80%) of the CMHC Median Market Rent. In accordance with funding agreements between the Proponent and other levels of government, and as required to establish a viable project proforma, the range of rents will be established using the Pooled Provincial or London area Median Market Rent, as posted by Canada Mortgage and Housing Corporation.

The Canada Mortgage and Housing Corporation posted 2022 rent rates are as follows:

Unit Type	London MMR	Provincial Pooled MMR
One-bedroom Affordable	\$1,000 / month	\$1,229 / month
Two-bedroom Affordable	\$1,211 / month	\$1,397 / month
Three-bedroom Affordable	\$1,355 / month	\$1,600 / month

Rent rates for a four-bedroom affordable unit were not posted by CMHC at the time of the agreement.

3.2 Rents include a fridge, stove, heat, air conditioning and water.

4. RENT INCREASES

- 4.1 Rent increases will follow the RTA rent increase guidelines and must not exceed 80% CMHC MMR for the term of the agreement.
- 4.2 The Proponent may increase the rent charged under section 3.1 with respect to an Affordable Rental Housing Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Affordable Rental Housing Unit, if there has been an increase, or
 - (b) since the day the Affordable Rental Housing Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.3 No additional increase is permitted when an Affordable Rental Housing Unit becomes vacant within 12 months of the annual rent increase.
- 4.4 The Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation.

SCHEDULE “C-1”, “C-2”, “C-3”

SECURITY DOCUMENTS

Schedule C-1: City Charge/Mortgage of Land - register in land titles/land registry system

Schedule C-2: Assignment of Rents - register in land titles/land registry system and PPSA

Schedule C-3: Security Agreement (chattels) - register in PPSA

SCHEDULE "C-1"

CITY CHARGE / MORTGAGE OF LAND

ADDITIONAL PROVISIONS: Continued from Page 1 - Box 10 (TERAVEIW)

1. Section 24 of the Standard Charge Terms filed as No. 200033 is deemed to be excluded.
2. This Charge/Mortgage of Land is collateral security for a Contribution Agreement made between the Chargor and the Corporation of the City of London ("Chargee"), dated the 30th day of September, 2022, (the "Contribution Agreement") under which the City contributed for a total of one million six hundred sixty-six thousand one hundred thirty-one dollars and thirty-seven cents (\$1,666,131.37) (the "Loan") towards the Project and is in addition to and not in substitution for any other security held by the Chargee for all or any part of the monies secured under this Charge/Mortgage of Land.
3. In the event of a breach of the terms of the Security Agreement or the Assignment of Leases and Rents being given by the Chargor to the Chargee simultaneously with this Charge, the principal balance then outstanding, together with any other amounts payable pursuant to the terms of this Charge, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge shall become exercisable by the Chargee.
4. With respect to the portion of the Loan advanced by the Chargee:
 - (a) Prior to the Interest Adjustment Date as defined in the Contribution Agreement, interest shall accrue on the total amount of the Loan at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi-annually, not in advance, until the Interest Adjustment Date.
 - (b) On the Interest Adjustment Date, the amount of interest accrued shall be forgiven, provided that the Chargor has satisfied all requirements as set out in the Contribution Agreement.
 - (c) With effect from the Interest Adjustment Date, the interest rate shall be at the rate of eight per cent (8%) per annum.
 - (d) On each anniversary date of the Interest Adjustment Date, the Chargor shall pay the City the amount of interest, as calculated according to the interest rate stipulated in paragraph 4(c), so accrued during the previous year; provided, however, if the Chargor has satisfied, as of such anniversary date, the requirements of the Program as set out in the Contribution Agreement, the amount of the interest so owing shall automatically be forgiven.
 - (e) The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Chargor has fulfilled all the requirements of the Program as set out in the Contribution Agreement.
 - (f) Upon the occurrence of any one or more of the Events of Default described in the Contribution Agreement, the Chargee, at its option, may declare the outstanding principal amount of the Loan then advanced, together with all other moneys owing under the Contribution Agreement, due and payable forthwith.
5. The Chargor covenants with the Chargee that upon request in writing from the Chargee, it will provide the Chargee, within thirty (30) days of receipt of such request, a schedule containing the names of all tenants in the building constructed on the Charged Premises, accompanied by a certificate of an officer of the Chargor confirming the terms of all existing leases, that the same are in full force and effect, that the Chargor has complied with all terms thereof, and that the Chargor will not amend, modify or cancel any lease or receive any prepayment of rent other than the current and last month's rent without the prior written consent of the Chargee, that there are no outstanding set-offs or equities disclosed or undisclosed as between the Chargor and the tenant, that no money other than a maximum of two (2) months rent has been prepaid by the tenant to the Chargor, and that the tenant is aware of the assignment by the Chargor of all rents and leases affecting the Charged Premises.
6. The Chargor covenants with the Chargee that if the Chargee make any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Charged Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor and shall be a charge on the Charged Premises and shall be added to the debt

hereby secured and shall bear interest at the said rate, and in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to them under this paragraph or in making any payment to preserve, protect or secure the Charged Premises.

7. The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of the Charged Premises to a purchaser or transferee not approved in writing by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.
8. Subject to the renewals, replacements and consolidations permitted in paragraph 13 below, the Chargor shall not further mortgage or encumber the Charged Premises without the prior written approval of the Chargee.
9. The Chargor shall take out and maintain throughout the term of the Charge the following insurance, all in a form and with insurers acceptable to the Chargee:
 - (a) all policies shall include thirty (30) days written notice to the Chargees of material alternation or cancellation and must be signed by the insurer(s) or their authorized representative(s). Brokers signing on behalf of the insurer(s) must provide the Chargee with a letter of authority from the insurer(s);
 - (b) the policies shall include the Chargee as loss payees, as their interest may appear, and shall contain the Insurance Bureau of Canada approved standard mortgage clause endorsement; all risks, including extended coverage and flood, to full one hundred per cent (100%) replacement cost, and boiler and pressure vessel and machinery insurance;
 - (c) comprehensive or commercial general liability insurance to a limit of not less than five million dollars (\$5,000,000.00) per occurrence;
 - (d) general liability coverage for non-owned automobile to a limit of not less than two million dollars (\$2,000,000.00); and
 - (e) co-insurance shall not be acceptable.
10.
 - (a) The Chargor, at its sole cost and expense, shall comply, or cause its tenants, agents, and invitees, at their sole cost and expense, to comply with all federal, provincial and municipal laws, rules, regulations and orders, with respect to the discharge and removal of hazardous or toxic wastes, and with respect to the discharge of contaminants into the natural environment. The Chargor shall pay immediately when due the cost of removal of any such wastes and the cost of any improvements necessary to deal with such contaminants and keep the Charged Premises free and clear of any lien imposed pursuant to such laws, rules and regulations. In the event the Chargor fails to do so, after notice to the Chargor and the expiration of the earlier of (i) any applicable cure period under the Charge or (ii) the cure period under the applicable law, rule, regulation or order, the Chargee at their sole option may declare the Charge to be in default.
 - (b) The Chargor shall indemnify and hold the Chargee harmless from and against all losses, costs, damages or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claims) relating to the presence of any hazardous waste or contaminant referred to herein.
11. The Chargee or its agents may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Charged Premises to inspect the lands and buildings thereon. Without limiting the generality of the foregoing, the Chargee or its agents may enter upon the Charged Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, shall be payable by the Chargor forthwith and shall be a charge upon the said Charged Premises. The exercise of any of the powers enumerated in this paragraph shall not deem the Chargee or its agents to be in possession, management or control of the said lands and buildings.
12. At any time after the security hereby constituted becomes enforceable, or the moneys hereby secured shall have become payable, the Chargee may appoint in writing a receiver or receiver-manager (the "Receiver") of the Charged Premises, with or without bond, and may from time to time remove the Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers: To take possession of the Charged Premises and to collect the rents and such property, undertaking and assets of the Chargor assigned and/or charged to the Chargee herein and for such purpose to enter into

and upon any lands, buildings and premises and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary, specifically including, but not limited to managing, operating, repairing, altering or extending the Charged Premises or any part thereof;

- (a) To employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, to repair and keep in repair the Charged Premises and to do all necessary acts and things for the protection of the said Charged Premises;
- (b) To sell or lease or concur in selling or leasing any or all of the Charged Premises, or any part thereof; and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver; and any such sale may be made from time to time as to the whole or any part or parts of the Charged Premises; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which it shall deem proper; and it may buy or rescind or vary any contracts for the sale of any part of the Charged Premises and may resell the same, and it may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole opinion to be most advantageous and at such prices as can reasonably be obtained thereof; and in the event of a sale on credit, neither the Receiver nor the Chargee shall be accountable for or charged with any moneys until actually received;
- (c) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
- (d) To borrow money to carry on the operations of the Chargor at the Charged Premises and to charge the whole or any part of the Charged Premises in such amounts as the Receiver may from time to time deem necessary, and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall constitute a Charge against the Charged Premises in priority to this Charge;
- (e) To execute and prosecute all suits, proceedings and actions which the Receiver, in its opinion, considers necessary for the proper protection of the Charged Premises, and to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (f) To execute and deliver to the purchaser of any part or parts of the Charged Premises, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- (g) The net profits of the operations of the Chargor at the Charged Premises and the net proceeds of any sale of the Charged Premises or part thereof shall be applied by the Receiver, subject to the claims of any creditor ranking in priority to this Charge:
 - (i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid, including the reasonable remuneration of the Receiver and all amounts properly payable by it;
 - (ii) Secondly, in payment of all costs, charges and expenses payable hereunder;
 - (iii) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
 - (iv) Fourthly, in payment to the Chargee of all interest and arrears of interest, if any, and any other monies remaining unpaid hereunder; and
 - (v) Fifthly, any surplus shall be paid to the Chargee, provided that in the event any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.
- (h) During any period wherein the Chargee 200 any receiver or receiver and manager appointed

by it shall manage the Charged Premises or any part thereof, upon or after entry, as provided herein, the Chargee shall not, nor shall any receiver or receiver and manager, be responsible or liable for any debts contracted by it, for damages to any other property or person, or for salaries or non-fulfilment of any contract, save and except as to claims at law or in equity to an accounting; and the Chargee shall not be bound to do, observe, or perform or to see the observance or performance by the Chargor of any of the obligations herein imposed upon the Chargor nor in any other way supervise or interfere with the conduct of the Chargor's operations of the Charged Premises;

- (i) The Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising, unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor, and the Chargor shall be solely responsible for his acts and defaults and for his remuneration;
- (j) Save as to claims for an accounting contained in this paragraph, the Chargor hereby releases and discharges any such Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by such Receiver, unless such claim be in direct and proximate result of dishonesty or fraud; The Chargee may, at any time and from time to time, terminate any Receiver by notice in writing to the Chargor and to the Receiver;
- (k) The statutory declaration of an employee or agent of the Chargee as to default under the provisions of this Charge and as to the due appointment of the Receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with the Receiver through its ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual;
- (l) The rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.
- (m) The Charge is hereby postponed to all mortgages registered against the Charged Premises as of the date of registration of this Charge and shall be continued to be postponed to any renewal or replacement or consolidation of such mortgages, with or without an increased rate of interest, provided the Chargor maintains sufficient equity in the Charged Premises as determined by the Chargee acting reasonably.

SCHEDULE "C-2"

ASSIGNMENT OF RENTS

THIS ASSIGNMENT made this _____ day of September, 2022,

BETWEEN:

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION

(hereinafter called the "Assignor")

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Assignee")

WHEREAS:

1. The Assignor is the owner of the lands and premises hereof (the "Premises"), subject to a charge to the Assignee of even date (the "Charge");
2. The Assignor has leased or granted a right of use, occupation or license with respect to parts of the Premises and will from time to time lease or grant a right of use, occupation or license with respect to parts of the Premises.

NOW THEREFORE, the Assignor and the Assignee agree with each other as follows:

1. In consideration of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as security for payment of the principal and interest and other moneys secured by the Charge and for performance of the obligations of the Assignor thereunder, all rents, charges and other moneys (the "Rents") now due and payable or hereafter to become due and payable,
 - (a) under every existing and future lease of and agreement to lease the whole or any portion of the Premises,
 - (b) under every existing and future tenancy, use, occupation or license granted by the Assignor, its successors and assigns, in respect of the whole or any portion of the Premises, whether or not pursuant to a lease, agreement to lease or license, and
 - (c) under every existing and future guarantee of all or any of the obligations of existing or future tenants, users, occupiers or licensees of the whole or any portion of the Premises, including all rents and other moneys under every lease, agreement to lease, use, occupancy, license and guarantee (the "Leases"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise.
2. The Assignor shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the Leases, unless and until the Assignor is in default under any of the provisions of the Charge and thereafter, the Assignee shall give notice to the tenant, user, occupier, licensee or guarantor, requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it.
3. The Assignor represents, warrants, covenants and agrees that, subject to the provisions of paragraph 9,
 - (a) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, have been or will be amended (except in the ordinary course of business),

assigned, encumbered, discounted (save and except in connection with any settlement with a defaulting tenant in the ordinary course of business) or anticipated in priority to this Assignment, without the prior written consent of the Assignee;

- (b) it has not and will not do or omit to do any act having the effect of terminating, canceling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith;
 - (c) none of the rights, remedies and obligations are or will be affected by any reduction, abatement, defense, set-off or counterclaim;
 - (d) none of the Rents under any of the Leases has been or will be paid in advance, except rent for the ensuing month and rent for the last month of the term of the lease;
 - (e) none of the Rents under any of the Leases has been paid prior to the due date for payment thereof;
 - (f) there has been no default under any of the Leases;
 - (g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto;
 - (h) each of the Leases is valid, enforceable and in full force and effect;
 - (i) the Assignor shall observe and perform all of its obligations under the Leases.
4. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of the Rents or any of them or for the performance of any obligations or provisions under or in respect of the Leases or any of them to be observed and performed by the Assignor; and the Assignee shall not, by virtue of this Assignment or their receipt of the Rents or any of them, become or be deemed to be a mortgagee in possession; and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.
5. In the event the Assignee shall have exercised its rights under paragraph 2 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise and shall have resumed collection of the Rents, the Assignee shall provide the Assignor with details of all Rents received by them prior to such resumption.
6. The Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing, upon the request of the Assignee made at any time, it shall assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid assignment thereof and shall give any other parties thereto a notice of such assignment and shall obtain from them acknowledgements of such notice, and the Assignor hereby irrevocably appoints the Assignee its attorney to effect and execute such assignment.
7. A full and complete Discharge of the Charge shall operate as a full and complete release and re-assignment of all of the Assignee's rights and interest hereunder, and after the Charge has been fully discharged, this instrument shall be void and of no further effect. In the event further documentation is required for such release and re-assignment, the Assignees shall execute the same promptly, upon request by the Assignor.
8. This Assignment is given in addition to and not in substitution for any other security held by the Assignee for all or any part of the monies secured under the Charge. It is understood and agreed that the Assignee may pursue its remedies under the Charge or hereunder or under any other security, concurrently or successively, at its option. Any judgment or recovery hereunder or under any other security held by the Assignee for the

monies secured under the Charge shall not affect the right of the Assignee to realize upon this or any other security.

9. This Assignment is hereby postponed to the Assignment of Rents registered against the Premises as of the date of registration of this Assignment and any extension or renewal thereof and any specific assignment of Rents made thereunder from time to time.
10. This Assignment shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
11. **IN WITNESS WHEREOF** this Assignment has been executed on behalf of the Assignor by its authorized officers.

**ONTARIO ABORIGINAL HOUSING SUPPORT
SERVICES CORPORATION**

Justin Marchand
Chief Executive Director

I/We have the authority to bind the Corporation.

SCHEDULE "C-3"

SECURITY AGREEMENT

THIS AGREEMENT made this _____ day of September, 2022,

BETWEEN:

ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORPORATION

(hereinafter called the "Assignor")

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Assignee")

1. SECURITY INTEREST

- 1.1 **IN CONSIDERATION** of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignees, the Assignor hereby grants, bargains, assigns and transfers to the Assignees a fixed and specific mortgage and charge, as and by way of a continuing security interest (the "Security Interest") in the following property now or hereafter owned or acquired by or on behalf of the Assignor:

Equipment - All tools, machinery, equipment, furniture, plants, fixtures, and other tangible personal property, fixed goods, chattels or assets of the kind, nature or description of the property particularly described in Schedule "B" hereto (the "Collateral").

- 1.2 The Security Interest is given for the payment of all obligations, indebtedness and liabilities, direct and indirect, of the Assignor to the Assignee, pursuant to the charge/mortgage (the "Charge") given by the Assignor to the Assignee, registered on *[insert date and Registry Office: _____]* as Instrument No. *[insert number: _____]*, including extensions or renewals thereof (the "Obligations").

2. LOCATION OF PROPERTY

- 2.1 The Assignor confirms and warrants that the Collateral shall be kept at 18 Elm Street, London, Ontario more particularly described in Schedule "A" hereto, and that the Assignor shall not remove any of the Collateral from said location, without the prior written consent of the Assignee.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 3.1 The Assignor hereby represents, warrants and covenants to or with the Assignee, as the case may be, that:
- (a) the Assignor shall reimburse the Assignee for all costs and expenses, (including legal fees on a solicitor and his own client basis), incurred by them in the filing of this Agreement and the taking, recovering or possessing the Collateral, and in any other proceedings taken for the purpose of protecting or enforcing the remedies provided herein, or otherwise in relation to the Collateral or by reason of non-payment of the Obligations, and all such costs and expenses shall be payable on demand;
 - (b) at the time of execution and delivery of this Security Agreement, the Assignor is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title to the Collateral, free of any charge, lien, charge, security interest or encumbrance, except for any held by the currently registered first mortgagee of the lands and premises described in Schedule "A";

- (c) the Assignor shall not remove any of the Collateral from the lands and premises described in paragraph 2, without the Assignee's prior written consent, unless such Collateral is worn out or obsolete and provided that prior to such removal such Collateral is replaced with other Collateral of comparable quality, which shall be free of any mortgage, lien, charge, security interest or encumbrance, except for any held by any registered first mortgagee, from time to time, of the said lands and premises;
- (d) the Assignor shall care for, protect and preserve the Collateral and shall not permit its value to be impaired, and shall not sell, transfer, assign, mortgage, charge, pledge, hypothecate or deliver or otherwise dispose of any such property or any interest therein, except to any registered first mortgagee, from time to time, of the lands and premises described in Schedule A, without the prior written consent of the Assignee;
- (e) the Assignor shall keep the Collateral insured under the policies provided for in the Charge;
- (f) the Assignee shall be entitled, from time to time and at any time, to inspect the Collateral wherever located and to make enquiries and tests concerning the Collateral, and the Assignor shall defray all expenses in connection therewith; and
- (g) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Assignor in accordance with its terms.

4. USE OF SPECIFICALLY CHARGED PROPERTY

- 4.1 Until the occurrence of an event of default, as hereinafter provided, the Assignor may use the Collateral specifically charged in any lawful manner not inconsistent with this Agreement.

5. EVENTS OF DEFAULT

- 5.1 Obligations not payable on demand shall immediately become payable upon the occurrence of one (1) or more of the following events of default:

- (a) the Assignor fails to pay when due any of the Obligations, or to perform or rectify a breach of any of the representations, warranties or covenants of this Agreement or of the Charge;
- (b) the Assignor ceases or threatens to cease to carry on business, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
- (c) an encumbrancer takes possession of any of the Collateral or any process of execution is levied or enforced upon or against any of the Collateral;
- (d) indebtedness or liability of the Assignor, other than to the Assignee, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof, or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or any guarantee given by the Assignor is not honoured when due and called upon;

and the Assignee shall have all rights and remedies under the applicable laws, as well as any other rights and remedies provided by this Agreement.

6. ADDITIONAL POWERS UPON DEFAULT

- 6.1 In addition to the rights and powers provided in paragraphs 5 and 8 and under the *Personal Property Security Act*, the Assignees and the Receiver, as defined in paragraph 8, shall have the following rights and powers, if the security hereby constituted becomes enforceable:

to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition; and the Assignor shall from time to time forthwith on the Assignee's request, execute, do and make all such agreements, statements, further assignments, acts, matters and things which may, from time to time, in the opinion of the Assignee, be necessary or expedient for the purpose of carrying into effect

any of the provisions hereof and of perfecting the title of the Assignee in the collateral; and the Assignee and any of its managers or acting managers are by the Assignor hereby irrevocably constituted and appointed the true and lawful attorney of the Assignor, with full power of substitution for the Assignee, at its option, whenever and wherever it may deem necessary or expedient to do, make and execute all such statements, assignments, documents, acts, matters or things, with the right to use the name of the Assignor.

7. WAIVER BY THE ASSIGNEE

7.1 Any breach by the Assignor of any of the provisions contained in this Agreement or any default by the Assignor in the observance or performance of any covenant or condition required to be observed or performed by the Assignor hereunder may only be waived by the Assignee in writing, provided that no such waiver by the Assignee shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

8. APPOINTMENT OF RECEIVER AND MANAGER

8.1 The Assignee may appoint in writing any person, whether an employee or employees of the Assignee or not, to be a receiver or a receiver and manager (the "Receiver") of the Collateral or any part of parts thereof.

8.2 A receiver so appointed shall have power:

(i) to take possession of, collect and get in the Collateral or any part thereof, and for that purpose to take any proceedings in the name of the Assignor or otherwise; and

(j) to sell or concur in selling any of the Collateral.

8.3 Any Receiver so appointed shall be deemed to be the agent of the Assignor. The Assignor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Assignees shall not, in any way, be responsible for any misconduct or negligence on the part of the Receiver.

8.4 All moneys received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be applied in or towards satisfaction of the Security Interest.

8.5 The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights the Assignees may have from time to time.

9. NOTICE

9.1 The Assignor shall be entitled to not less than fifteen (15) days notice in writing of the date, time and place of any intended disposition of the Collateral, such notice to be sent by registered mail to the last known post office address of the Assignor.

10. APPROPRIATION

10.1 The Assignee shall have the right, at any time, to appropriate any payment made to any portion of the Obligations and to revoke or alter any such appropriation.

11. TERM

11.1 This Agreement shall be a continuing agreement, in every respect, for the payment of the Obligations and it shall remain in full force until all of the Obligations shall be paid in full. In the event any provisions of this Agreement shall be deemed invalid or void by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

12. NON-SUBSTITUTION

12.1 The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Assignee.

13. ACKNOWLEDGEMENT

13.1 The Assignor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

**ONTARIO ABORIGINAL HOUSING
SUPPORT SERVICES CORPORATION**

Justin Marchand
Chief Executive Director

I/We have the authority to bind the Corporation.

SCHEDULE "A1"

LOCATION OF THE COLLATERAL

Property Address: 18 ELM STREET, LONDON, ONTARIO

PIN: 08337-0013

Description: PT LT 44, PLAN 404 AS IN EL23522, PT LTS 38 & 39, PLAN 404, PART LTS 43, 42, 41, & 40 PLAN 404, PT LT 10 CON B AS IN EL23319; EXCEPT EL25458 LONDON/LONDON TOWNSHIP

SCHEDULE "B1"

PROPERTY COMPRISING THE COLLATERAL

All refrigerators, stoves, washers, dryers and all other items of personal property owned by the Assignor and located on or used in connection with the operation of the lands and premises described in Schedule "A1".

SCHEDULE "D"

PERMITTED ENCUMBRANCES

1. All mortgages and security collateral thereto-totaling principal amounts which do not exceed \$XX plus any CMHC or lender fees.
2. An additional 10% of the mortgage stated in 1 above is permitted for construction financing only. Any additional construction financing must be reduced to the permitted takeout mortgage amount of \$XX at IAD.
3. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Rental Housing.
4. Municipal agreements relating to the Development Activities in connection with the Project.

SCHEDULE "E"
LEGAL DESCRIPTION OF PROPERTY AND THE PROJECT

Property Address: 18 ELM STREET, LONDON, ONTARIO

PIN: 08337-0013

Description: PT LT 44, PLAN 404 AS IN EL23522, PT LTS 38 & 39, PLAN 404, PART LTS 43, 42, 41, & 40 PLAN 404, PT LT 10 CON B AS IN EL23319; EXCEPT EL25458 LONDON/LONDON TOWNSHIP



The Project: 4-Storey mixed-use affordable rental housing development

Number of Units: 42 rental affordable housing units and other non-residential ground floor uses.



SCHEDULE “F”

PROJECT INFORMATION FORM

Service Manager: City of London

Project Name: 18 Elm Street Affordable Rental Housing Development

Proponent Information

Justin Marchand, Executive Director
 Ontario Aboriginal Housing Support Services Corporation
 500 Bay Street, Sault Ste. Marie, ON P6A 1X5 Phone:
 Email: jmarchand@oahssc.ca

Proponent Type: independent not-for-profit corporation

Project Information

Number of affordable units created: 42 **Number of market units created:** 0

Total number of units created: 42

Building Type: 4-Storey mixed-use multi-residential apartment

Included in Rent: Fridge, stove, heat, air conditioning and water

Anticipated First Occupancy Date: October 2024

Unit Type	Number of Units	Unit Sizes
One bedroom Affordable	7	45m ² – 53 m ²
Two bedroom Affordable	5	67m ² – 71 m ²
Three bedroom Affordable	19	79m ² – 94m ²
Four bedroom Affordable	11	105m ² – 124m ²
Total	42	

Monthly Rent:

In accordance with funding agreements between the Proponent and other levels of government, and as required to establish a viable project proforma, the range of rents will be established using the Pooled Provincial or London area Median Market Rent, as posted by Canada Mortgage and Housing Corporation.

The Canada Mortgage and Housing Corporation posted 2022 rent rates are as follows:

Unit Type	London MMR	Provincial Pooled MMR
One-bedroom Affordable	\$1,000 / month	\$1,229 / month
Two-bedroom Affordable	\$1,211 / month	\$1,397 / month
Three-bedroom Affordable	\$1,355 / month	\$1,600 / month

Rent rates for a four-bedroom affordable unit were not posted by CMHC at the time of the agreement.

SCHEDULE "G"
MUNICIPAL CONTRIBUTION BREAKDOWN

BREAKDOWN OF THE MUNICIPAL CONTRIBUTION

Acquisition Expenses	\$ 359,959.09
Pre-Purchase Due Diligence and Pre-Development Site Investigation	\$ 30,243.00
Land Use Permissions Application Fees	\$ 24,459.00
Demolition - Project Management & Administration Fees	\$ 32,250.00
Demolition - Asbestos Abatement Specification Fees	\$ 3,250.00
Demolition - Abatement Inspection Fees	\$ 13,630.00
Demolition - Structural Assessment and Support Fees	\$ 7,500.00
Demoition Contract	\$ 427,602.00
Consulting Services & Studies required by Approval Authority	\$ 39,713.55
Prime Consultant Services - Design & Approvals	\$ 473,752.50
Carrying Costs	\$ 130,094.73
Total Pre-Development Expenses	\$ 1,542,453.87
less CMHC Seed Fund (Grant Portion Only)	\$ 150,000.00
Total Municipal Contribution	\$ 1,392,453.87

Bill No. 36
2023

By-Law No. A.- _____ - _____

A by-law to authorize and approve the Rapid Housing Initiative Agreement between the Canadian Mortgage and Housing Corporation and The Corporation of the City of London and to delegate the authority to the Deputy City Manager, Planning and Economic Development to approve further schedules and amending agreements and to execute any documents, attestations or reports required pursuant to the Agreement.

WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental wellbeing of the City including respecting climate change, and the health, safety and well-being of persons;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS City is responsible for the delivery and administration of affordable housing initiatives;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* 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:

1. The Rapid Housing Initiative Agreement between the Canada Mortgage Housing Corporation and The Corporation of the City of London (the "Agreement"), substantially in the form attached as Schedule 1 to this bylaw, is hereby authorized and approved.
2. The Mayor and Clerk are authorized to execute the Agreement approved under section 1 of this bylaw.
3. The Deputy City Manager, Planning and Economic Development is authorized to approve further schedules, amendments or amending agreements to the Agreement.
4. The Mayor and Clerk are authorized to execute any schedules or amending agreements to the Agreement approved by the Deputy City Manager, Planning and Economic Development pursuant to their authority under section 3 of this bylaw.
5. The Deputy City Manager, Planning and Economic Development is authorized to execute any documents, attestations, or reports required under the Agreement, any future amending agreements or schedules.

6. Civic Administration is delegated the authority to take all administrative actions required in connection with the Agreement, any future amending agreements or schedules.

7. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – January 24, 2023
Second reading – January 24, 2023
Third reading – January 24, 2023

RAPID HOUSING INITIATIVE AGREEMENT

THIS AGREEMENT is made as of the ___ day of _____, 202__ (the "Effective Date") between **CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC")** and **[NAME OF REGIONAL/MUNICIPAL GOVERNMENT]** ("Recipient").

(collectively the "Parties" and individually a "Party")

WHEREAS additional affordable housing units are urgently needed for those experiencing, or at risk of, homelessness;

WHEREAS the continued purpose of the Rapid Housing Initiative ("RHI") is to rapidly house some of the most vulnerable Canadians; and

WHEREAS in connection with the RHI, CMHC is authorized under the National Housing Act to make contributions to the Recipient for the purposes of developing, in conformity with the deliverables to be approved by CMHC and attached as **Schedule B** (the "Deliverables"), at least **[number of units]** affordable housing units in the **[Municipality / Region]** (the "Units");

NOW THEREFORE for value received, the Parties agree as follows:

1. Contribution and Purposes

The contribution by CMHC under this Agreement is \$**[●]** (the "Contribution") and will be advanced to the Recipient following signature of this Agreement, subject to the terms and conditions herein and for only to be used for the following purposes (as will be further specified by the Recipient in the Deliverables):

- (i) acquisition of land and the construction of affordable multi-residential housing;
- (ii) acquisition of land and buildings for the purpose of conversion of non-residential into affordable multi-residential housing Units; or
- (iii) acquisition of land and buildings In Disrepair or abandoned for the rehabilitation¹ into affordable multi-residential housing Units;

and all of the eligible costs associated with the foregoing including conversion costs, pre-development, pre-construction (e.g. environmental site assessments, cost consultant reports, architectural or engineering reports, legal/closing costs related to acquisition of land and buildings) for the development of permanent affordable housing Units.

For greater certainty, costs must be incurred on or after December 1, 2022 and do not include operational expenses. Furthermore, the Recipient is solely responsible for any cost overruns due to change in scope, design, time to complete, site conditions or otherwise and CMHC will not increase the Contribution in any circumstances.

2. Expiration of Commitment

If this Agreement is not executed by the Recipient by **[insert date that is 10 business days from date agreement is sent to Recipient]**, or such other date as CMHC may agree to in writing, then CMHC's obligation to make the Contribution shall end at CMHC's sole discretion.

¹ The buildings to be rehabilitated must have been in disrepair and/or abandoned and in both cases uninhabitable and lost to the housing stock.

3. Conditions to Funding

The Recipient agrees it will:

- (a) perform all of its obligations under Schedule B and use the Contribution only for the purposes specified in the Deliverables (and no other purpose) to create affordable Units for People And Populations Who Are Vulnerable (as defined in **Schedule A**) who are targeted by the Affordability Criteria (as defined in **Schedule A**);
- (b) submit no later than March 15, 2023, for CMHC's review and approval, the project(s) details through the CMHC application portal, which is located at [URL]. Once approved by CMHC, CMHC will issue Schedule B, which will be incorporated into this Agreement by reference;
- (c) ensure, for a minimum period of 20 years (or for such longer period as agreed to in the Deliverables) commencing on November 15, 2024, or on another date as may be set by CMHC at its discretion (the "**Term**"), the Units meet the Affordability Criteria (as defined in **Schedule A**) and are for People And Populations Who Are Vulnerable;
- (d) ensure the Units, and the newly constructed building(s) where the Units are situated, will meet the accessibility requirements set out in the Deliverables (if applicable) or, if none set out in the Deliverables, (ii) the local accessibility requirements in its jurisdiction during the Term;
- (e) ensure the Units, and the newly constructed building(s) where the Units are situated, will meet the energy efficiency standards set out in the Deliverables (if applicable) or, if none set out in the Deliverables, (ii) the energy efficiency standards, as set out in the 2017 National Energy Code for Buildings (NECB) for Part 3 buildings and 2015 National Building Code (NBC) for Part 9 buildings, as applicable;
- (f) where it intends to engage a third party intermediary (the "**Intermediary**") to construct, operate, and/or own the Units: (i) exercise appropriate care in selecting an Intermediary who is a reputable entity that meets the Recipient's integrity regime and Know-Your-Client requirements; (ii) enter with the Intermediary into agreements as may be needed, setting out terms and conditions reflecting the requirements of this Agreement; and (iii) take all necessary actions to cause the Intermediary to comply with the obligations under this Agreement, noting however that the Recipient shall remain at all times primarily liable to CMHC for the fulfillment of all obligations under this Agreement;
- (g) be, and cause the Units and any property on which the Units will be constructed and operated to be, at all times in compliance with all Applicable Laws including environmental laws and zoning, in all material respects; and
- (h) provide such financial and other information or documents relating to the Recipient as CMHC may reasonably require.

4. Return of Contribution

In support of the implementation of the RHI to rapidly house some of the most vulnerable Canadians, the Recipient will select projects that can be implemented within the short period of time specified in the Deliverables. As a consequence, the Recipient agrees to the following:

- (a) CMHC may periodically review the progress in fulfilling the Deliverables. Where CMHC or the Recipient considers that there may be reasonable doubt any part of the Deliverables will be fully and timely delivered as expected, or where the Recipient has not started a project within 2 months of the start date(s) set out in Schedule B, the Parties shall consult together and make all efforts to find an acceptable solution that minimizes impacts on the projects and that is in the best interest of the RHI implementation, following which CMHC may reduce or cancel the Contribution to the extent that CMHC considers reasonable. In that case, the Recipient shall

return any such reduced or cancelled Contribution within 30 days of being notified in writing by CMHC. For the purpose of this section, a project is started when the Recipient first incurs Hard Costs.

(b) The Recipient shall return to CMHC any unused Contribution (including any interest earned by the Recipient in respect thereof) within 30 days of the Quarterly Attestation (as defined below) for the quarter in which all projects set out in the Deliverables are completed, and in all cases no later than *[insert appropriate date: January 30, 2025 or July 30, 2025 for projects located in the North]*, –unless otherwise agreed to by CMHC. Unused Contribution funding (including any interest earned by the Recipient in respect thereof) cannot be used to cover cost increases, cost overruns and/or change orders relating to projects funded under RHI 1 and/or RHI 2.

5. Disposition, Conversion, and Encumbrance of Units

(a) Except where there is a Disposition to an Intermediary, the Recipient shall not make any Disposition or conversion, or permit any Disposition or conversion to be made, of the Units or any lands acquired with the Contribution, without the prior written consent of CMHC, who may impose any conditions it deems necessary and appropriate, acting reasonably.

(b) The Recipient may not encumber the Units, or any lands acquired with the Contribution, without CMHC's prior written consent, acting reasonably.

6. Reporting

The Recipient agrees it will:

(a) deliver an attestation to CMHC within 30 days of the end of each quarter of September 30, 2023, December 31, 2023, March 31, 2024, June 30, 2024, September 30, 2024, and December 31, 2024 , unless directed otherwise by CMHC, and in accordance with the quarterly attestation form found on the CMHC application portal located at [URL] (the “**Quarterly Attestation**”), which is hereby expressly incorporated into this Agreement by reference and CMHC reserves the right, at its sole discretion, to change, add or remove portions of the quarterly report form, at any time. It is the responsibility of the Recipient to ensure that the then current quarterly report form is used; and

(b) deliver an attestation to CMHC within 60 days of the end of the Recipient’s fiscal year end, commencing in the first fiscal year ending after December 31, 2024 and on each fiscal year thereafter, unless otherwise directed by CMHC, until the completion of the Term and in accordance with the yearly attestation form on the CMHC application portal located at [URL] (the “**Yearly Attestation**”), which is hereby expressly incorporated into this Agreement by reference and CMHC reserves the right, at its sole discretion, to change, add or remove portions of the yearly report form, at any time. It is the responsibility of the Recipient to ensure that the then current yearly report form is used.

7. Schedules

Schedules attached hereto, including the Deliverables (**Schedule B**) and the Additional Terms (**Schedule D**), form a part of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first written above.

CANADA MORTGAGE AND HOUSING CORPORATION

700 Montreal Rd
Ottawa, Ontario
K1A 0P7

Name:
Title:

[RECIPIENT]

[Address]

Name:
Title:

Name:
Title:

*[Signature page for the Rapid Housing Initiative Agreement
between Canada Mortgage and Housing Corporation and **[Recipient]**]*

SCHEDULE A

Definitions

"Affordability Criteria" means:

All units must serve and be affordable (household is paying less than 30% of gross income on housing costs or the shelter component of any provincial or territorial income assistance program as an equivalent) to targeted People and Populations Who Are Vulnerable and who are also, or otherwise would be, in severe housing need or people experiencing or at high risk of homelessness as described below. Affordability must be maintained for a minimum of 20 years. The Recipient will be required to confirm, through an attestation, that all units serve the intended targeted population. CMHC may require incremental validation throughout the 20-year affordability period as needed.

A household in severe housing need is a subset of core housing need households that pays 50% or more for their current dwelling. A household is said to be in core housing need if its housing falls below at least one of the adequacy, affordability or suitability standards and it would have to spend 30% or more of its total before tax income to pay the median rent of alternative local housing that is acceptable (meets all three housing standards).

Homelessness is described as the situation of an individual, family or community without stable, safe, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it. Populations at imminent risk of homelessness are defined as individuals or families whose current housing situation will end in the near future (for example, within 2 months) and for whom no subsequent residence has been established.

A Recipient who has already adopted its own definitions for 'severe core housing need', 'homelessness' or at 'risk of homelessness' may, with approval of CMHC, apply such definitions to the Affordability Criteria. Otherwise, the definitions for these terms indicated herein apply.

"Applicable Laws" means, with respect to any person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction. For avoidance of doubt, Applicable Laws includes Environmental Laws.

"Disposition" means, with respect to a Recipient, any sale, assignment, transfer, conveyance, lease, licence or other disposition of any nature or kind whatsoever of any property or of any right, title or interest in or to any property.

"Environmental Laws" means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgments and decrees, and (to the extent that they have the force of law) rules, policies, guidelines, orders, approvals, notices, permits, directives, and the like, of any Governmental Authority in the relevant jurisdiction relating to environmental or occupational health and safety matters (as they relate to exposure to a hazardous substance) and the assets and undertaking of a Person and the intended uses thereof in connection with such matters, including all such requirements relating to: (a) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (c) consumer, occupational or public safety and health (as they relate to exposure to a hazardous substance); and (d) hazardous substances or conditions (matters that are prohibited, controlled or otherwise regulated, such as contaminants, pollutants, toxic substances, dangerous goods, wastes, hazardous wastes, liquid industrial wastes, hazardous substance, petroleum and other materials such as urea formaldehyde and polyurethane foam insulation, asbestos or

asbestos-containing materials, polychlorinated biphenyls (PCBs) or PCB contaminated fluids or equipment, lead based paint, explosives, radioactive substances, petroleum and associated products, above ground and underground storage tanks or surface impoundments).

“Hard Costs” means any amounts expended or to be expended for work, services or materials done, performed, placed or furnished in connection with the construction of the project, all as more particularly set out in the project budget (and, for the avoidance of doubt, Hard Costs shall not include amounts payable pursuant to the terms of any consultant contract).

“In Disrepair” means Units which are abandoned and/or in disrepair and no longer adequate for occupancy would be eligible for acquisition and rehabilitation if, in the opinion of a qualified expert, they cannot be made safe and adequate for occupancy without undertaking a substantial or complete renovation of the entire existing building(s) including dwelling units.

"People and Populations Who Are Vulnerable" means the following groups and the individuals belonging to these groups:

- Women and children fleeing violence;
- Seniors;
- Young adults;
- Indigenous peoples;
- People with disabilities;
- People dealing with mental health and addiction issues;
- Veterans;
- LGBTQ2+;
- Racialized groups, including Black Canadians;
- Recent immigrants especially refugees; and
- Homeless people or those at risk of homelessness.

SCHEDULE B

Deliverables

[see attached]

SCHEDULE C
Additional Terms

Parties agree to the following additional terms and conditions:

1. Termination

In the event that the Recipient (or a representative thereof) does not adhere to the terms and conditions of this Agreement, or commits fraud, misconduct, criminal acts, gross negligence or willful misconduct, CMHC may immediately terminate this Agreement and declare the Contribution to be repayable to CMHC in whole or in part, and may exercise any other rights and remedies it has by operation of law or equity. Sections 2, 3 and 4 of this **Schedule D** shall survive the expiry or termination of this Agreement.

2. Indemnification

The Recipient agrees to indemnify and save harmless the Government of Canada, CMHC, its officers, directors and employees against all claims, demands, actions, suits or other proceedings (including but not limited to environmental claims) of any nature whatsoever arising from or as consequence of or relating to (a) any breach by the Recipient of its obligations, or any misrepresentation by the Recipient under this Agreement, (b) the construction or operation of the Units, (c) the failure of the Recipient to comply with all environmental laws or losses suffered in connection with the presence of any hazardous material on the land upon which Units are situated; or (d) any act or failure to act on the part of the Recipient in connection with the Contribution or the Units, whether or not CMHC is named as a party.

3. Liability

CMHC shall not be liable to the Recipient or any other party in relation to the Contribution. To the extent the Recipient engages or retains any third party in respect of its obligations under this Agreement, the Recipient shall remain primarily liable to CMHC for the fulfillment of its obligations under this Agreement. For the purposes of this Agreement, CMHC will only deal with the Recipient, and not with third parties retained by the Recipient including the Intermediary.

4. Recipient's Representations and Warranties

(a) The Recipient has the requisite power, authority and capacity to execute, deliver and perform its obligations under this Agreement, which has been duly authorized, executed, and delivered by the Recipient and constitutes a legal, valid, and binding obligation of the Recipient.

(b) The Recipient and any property on which the Units are situated are in compliance with all applicable laws, including all environmental laws and municipal zoning, in all material respects.

(c) It is a condition of this Agreement that all representations and warranties made in this Agreement or any other document or reporting by the Recipient are true, complete and correct.

5. Official Languages

In areas of significant demand, the Recipient agrees to provide all information and services pertaining to the RHI in both French and English. The Recipient will use the criteria for communications and services in the *Official Languages Regulations* made pursuant to Canada's *Official Languages Act* as a guideline to determine "significant demand". The Recipient will consult with representatives of local minority language groups.

6. Information and Communications

(a) Subject to the *Access to Information Act* (Canada), the *Privacy Act* (Canada), and the applicable provincial, territorial or municipal freedom of information and privacy legislation, the Parties shall hold confidential any information clearly identified and marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Nothing in this Agreement shall be construed in a manner that would contravene the access to information and privacy legislation that applies to the Parties.

(b) The Recipient consents to the collection, use and disclosure of information submitted to CMHC by the Recipient for the following purposes: (i) to assess the Recipient's eligibility under the RHI; (ii) for analytics, policy analysis, auditing and research by CMHC; (iii) to communicate to the Recipient possible opportunities under other CMHC programs, or possible collaboration opportunities with third parties; (iv) for evaluation of the RHI; (v) for use by CMHC in and the Government of Canada for purposes related to the *National Housing Act* (Canada); and (vi) for information verification and due diligence purposes, including to detect and protect CMHC from errors and fraud. The Recipient shall obtain the foregoing consents from any third party intermediary engaged by the Recipient to construct and/or operate the Units.

(c) CMHC and its representatives are authorized to use and disclose the information, on a need to know basis, to CMHC employees, officers and directors, the office of the Minister responsible for CMHC and provincial/territorial/municipal entities collaborating with CMHC for the purposes outlined in Section 6(b) of this **Schedule D**.

(d) Any public communications related to projects under this Agreement must be approved in advance by CMHC. Notwithstanding the preceding, each Party retains the right to communicate information to Canadians about the projects to meet its respective legislated and regulatory obligations, with prior notice to the other Party.

(e) If requested by CMHC, the Recipient shall publicly acknowledge CMHC's and the Government of Canada's Contribution under this Agreement in a manner acceptable to CMHC, acting reasonably, including through use of signage at the project (at the costs of CMHC).

7. Audit

(a) CMHC and any of its officers, employees and agents shall have the right to inspect, audit and make extracts from the Recipient's books and records in relation to the Contribution upon its request, acting reasonably, until the completion of the Term.

(b) CMHC or a third party representative may conduct onsite visits to inspect and monitor the construction and operation of the Units and compliance with the terms and conditions of this Agreement. All site visits are for CMHC's program and risk management purposes only and are not to be considered a technical inspection to confirm the quality of the work or the Recipient's compliance with applicable laws, including building codes.

8. Notice

Delivery of notice under this Agreement shall be effective three days after posting by regular mail, or on the day following transmission by e-mail, to the Parties at addresses set out on the signature pages of this Agreement.

9. Independent Recipient

The Parties agree that under this Agreement CMHC is solely a financial contributor in respect of the Units and there shall be no legal partnership or joint venture between CMHC and the Recipient or the Intermediary. No

Party will use the name, logo or marks of the other party without the prior express written consent of that other party.

10. Costs

The Recipient is responsible for its own costs and expenses incurred in connection with the preparation, execution, enforcement and implementation of this Agreement.

11. Conflict of Interest

The Recipient shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict, or perception that a conflict of interest exists.

12. House of Commons/Senate

No member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. Assignment and Amendment

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their successors and assigns. This Agreement may not be assigned by a Party without the prior written consent of the other Party. Any amendment to this Agreement must be approved by both Parties in writing.

14. Counterparts

This Agreement may be executed in any number of counterparts, which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed by electronic signature and such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as a manual signature.

15. Waiver

The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.

16. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Units are situated, and indigenous laws and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to this Agreement. Funding under this Agreement is at all times subject to appropriations by the Parliament of Canada.

17. Entire Agreement

This Agreement contains all of the agreements and understandings between the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties. If any provision of this Agreement

is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement and any schedules attached hereto, will continue to be in full force and effect.

18. Additional Funding

Notwithstanding Section 17 of this **Schedule C**, if following the Effective Date, the Recipient receives additional RHI funds that are separate and in addition to what is set out in Section 1 of this Agreement (the "**Additional Funds**"), CMHC may use this Agreement as a basis for its agreement with the Recipient in relation to the Additional Funds. If the Recipient accepts such Additional Funds, and unless directed otherwise by CMHC, the Recipient shall deliver a revised Schedule B in respect of the Additional Funds (including the additional contribution, units and applicable term) within 30 days of receiving notice of the Additional Funds, for CMHC's review and approval at its sole discretion. The terms and conditions of this Agreement, as varied by the revised Schedule B, shall apply to the Additional Funds mutatis mutandis unless otherwise agreed by the Parties.

Bill No. 37
2023

By-law No. A.- _____ - ____

A by-law to approve a limiting distance agreement between the Corporation of the City of London and Southside Construction Management Limited for the property at 20-720 Apricot Drive and to delegate authority to the Deputy City Manager, Environment and Infrastructure, to execute the agreement on behalf of the City of London as the adjacent property owner.

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

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 it is deemed expedient for The Corporation of the City of London (the "City") to enter into a limiting distance agreement with Southside Construction Management Limited for the property at 20-720 Apricot Drive (the "Agreement");

AND WHEREAS it is appropriate to delegate authority to the Deputy City Manager, Environment and Infrastructure, to execute the agreement on behalf of the City of London as the adjacent property owner;

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

1. The Agreement substantially in the form attached as Schedule "A" to this by-law and to the satisfaction of the Deputy City Manager, Legal Services, being limiting distance agreement between the Corporation of the City of London and Southside Construction Management Limited for the property at 20-720 Apricot Drive, is hereby APPROVED.
2. The Deputy City Manager, Environment and Infrastructure, is hereby authorized to execute the Agreement approved under section 1 of this by-law on behalf of the City of London as the adjacent property owner.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – January 24, 2023
Second reading – January 24, 2023
Third reading – January 24, 2023

SCHEDULE "A"

THIS AGREEMENT made in duplicate this 31 day of October 2022

BETWEEN:

Southside Construction Management Limited (hereinafter called the "OWNER") of the FIRST PART

and

The Corporation of the City of London (hereinafter called the "CITY", in its capacity as a municipality and principal authority under the Building Code Act, 1992, S.O.1992, c.23, as amended) of the SECOND PART

and

The Corporation of the City of London (hereinafter called the "ADJACENT OWNER") of the THIRD PART.

WHEREAS the Owner is the registered owner of the lands also described in Schedule "A" (the "Owners' Lands");

AND WHEREAS the Adjacent Owner is the registered owner of lands also described in Schedule "A" (the "Adjacent Lands");

AND WHEREAS the west property line of the Owners' Lands abuts the Adjacent Lands;

AND WHEREAS the Owners have applied to the City for permission to be exempted from certain provisions of the Ontario Building Code pertaining to glazing and fire rating in the west facing wall of a house to be constructed on the Owners' Lands (the "Proposed Building");

AND WHEREAS Parties have agreed to enter into this agreement in accordance with Article 9.10.14.2(4) of the Ontario Building Code to facilitate same;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration now paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the City, the Owner and Adjacent Owner hereby covenant and agree as follows:

1. The Adjacent Owner irrevocably agrees with the Owner not to construct any building or structure within 4.95 metres from the west property line of the Owners' Lands; failing which, the Adjacent Owner shall be fully liable for all costs of any work to be performed to rectify same on both the Owner's Lands and the Adjacent Lands, as required by the City or pursuant to the Ontario Building Code.
2. The Adjacent Owner acknowledges and agrees that, prior to the construction of any building on the Adjacent Lands, the "limiting distance" from an "exposing building face" facing the western property line of the Owners' Lands, shall be calculated by the City from a line located on the Adjacent Property 4.95 metres from the western property line of the Owner's lands.
3. The Owner acknowledges and agrees that, prior to the construction of any building on the Owners' Lands, the "limiting distance" from an "exposing building face" facing the western property line of the Owners' Lands shall be calculated by the City from a line located on the Adjacent Property 4.95 metres from the western property line of the Owner's lands.
4. The Parties acknowledge that the terms "limiting distance" and "exposing building face" as referenced in this Agreement shall have the meanings defined in Article 1.4.1.2. of the Ontario Building Code, as amended.

5. The burdens and benefits of this Agreement shall run with the Owners' Lands and the Adjacent Lands and shall ensure to the benefit of and be binding upon all Parties hereto, their respective heirs, executors, administrators, successors and assigns.

6. The Parties consent to the registration of this Agreement against title to the Owners' Lands and the Adjacent Lands and further agree to obtain and register any postponements required to ensure this Agreement is registered in priority to any existing or future encumbrances affecting the lands.

7. The Owners covenant and agree with the City that the Owners will forthwith bring the west wall of the proposed building into compliance, as is prescribed by the Ontario Building Code then in effect, coincidental with the construction of any building or structure upon the Adjacent Lands, which is located 4.95 metres from the west property line of the Owners' Lands

8. Amendment or removal of this agreement from the title of either property shall require the written agreement of all parties (or their heirs or assigns) to this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto duly executed this agreement.

SIGNED AND DELIVERED in the presence of:

OWNERS

Southside Construction Management Limited

THE CORPORATION OF THE CITY OF LONDON

Per:

Peter Kokkoros, P.Eng. Director, Building and Chief Building Official
Authorized Officer

ADJACENT OWNER: THE CORPORATION OF THE CITY OF LONDON

Per:

Kelly Scherr, Deputy City Manager, Environment and Infrastructure
Authorized Officer

Schedule "A"

Owner's Lands: 20-720 Apricot Drive, London, ON, N6K 5A7; London

Adjacent Lands: Block 45, Plan 33M-811; London

APPENDIX 'A'

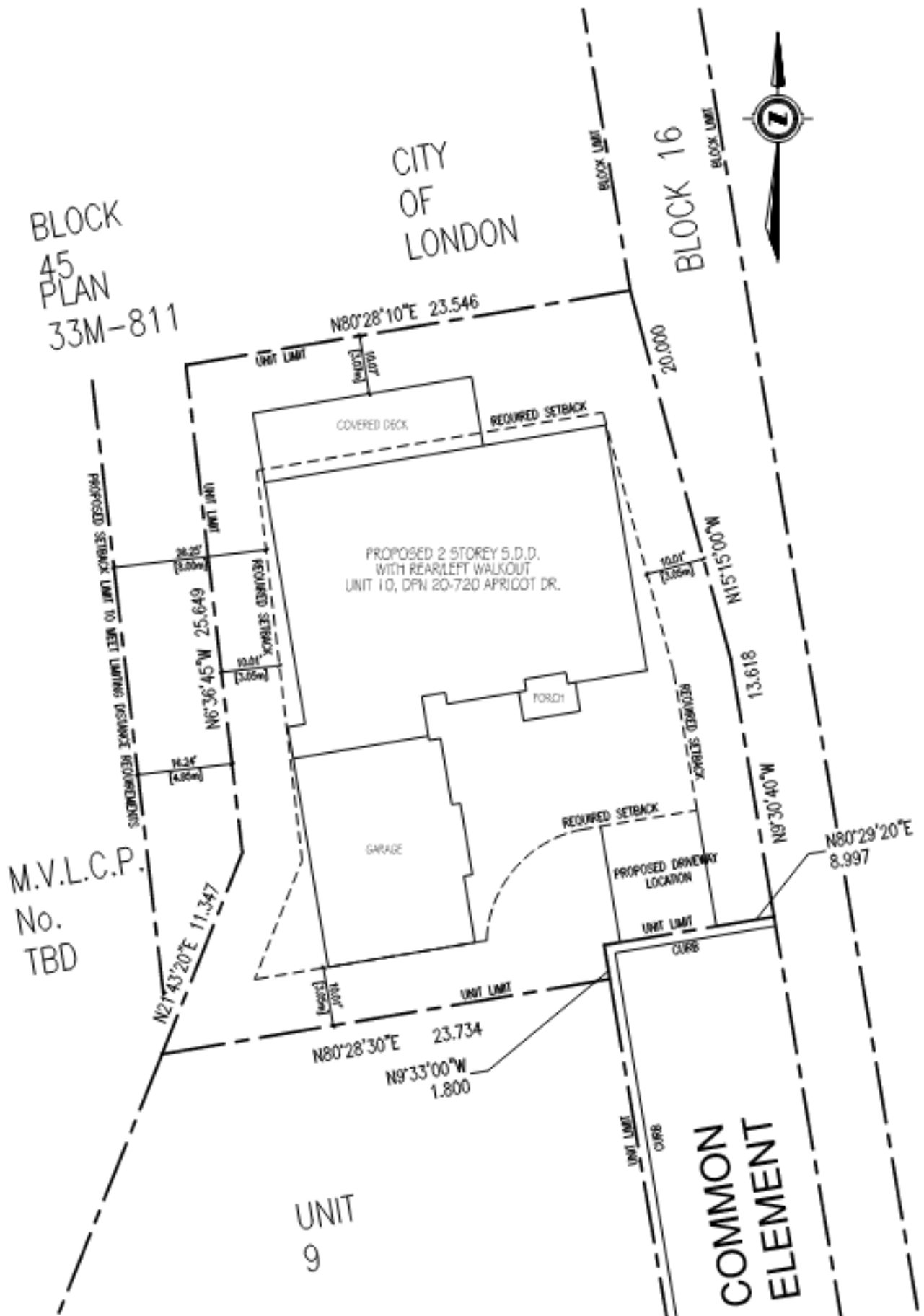


Figure No.1 Proposed Site Plan

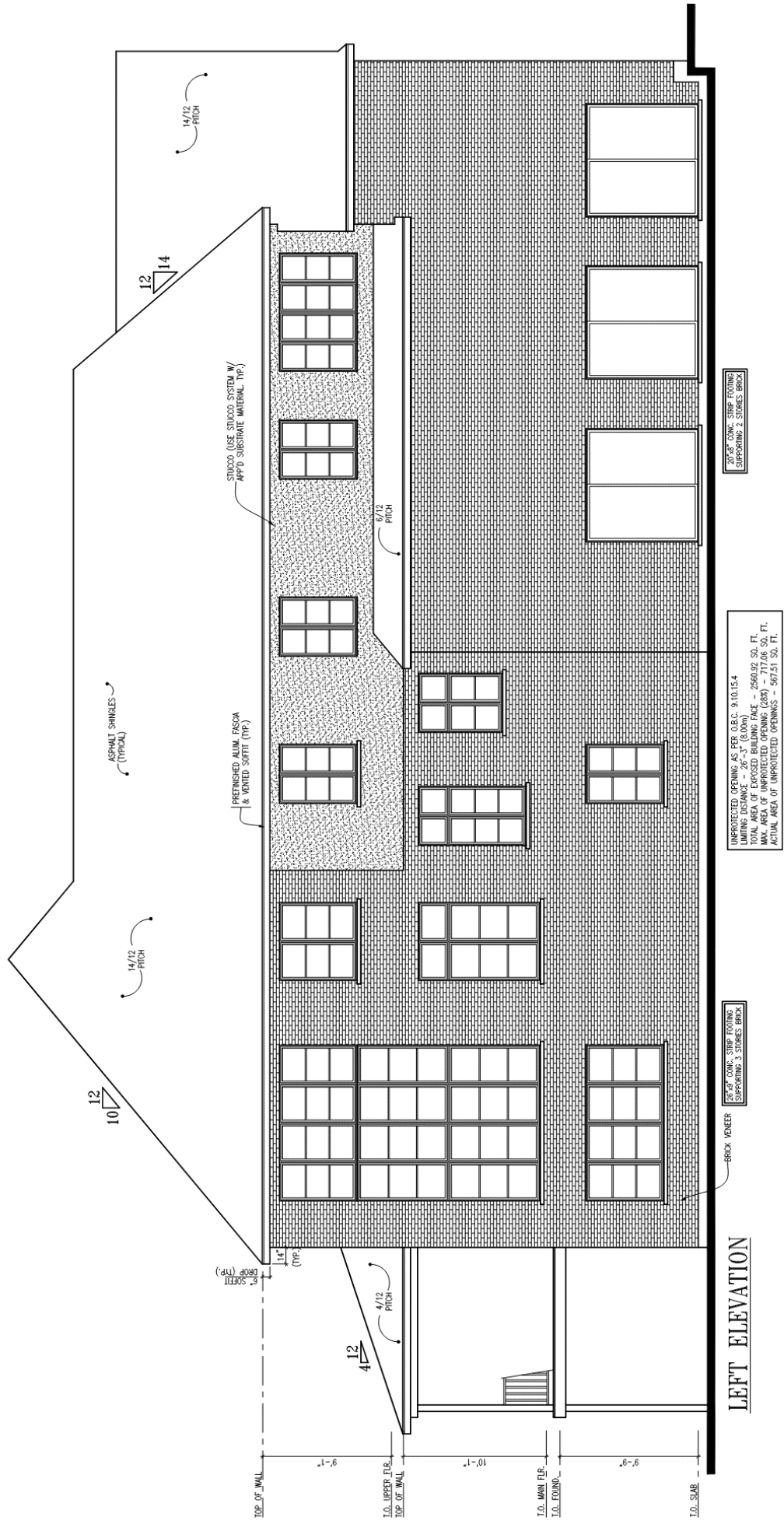


Figure 2. Proposed West Elevation

Bill No. 38
2023

By-law No. C.P.-1512()-

A by-law to amend the Official Plan relating to
600 Third Street.

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

1. Amendment No. ____ to the Official Plan, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to change the designation of the subject lands from a Light Industrial Place Type to a Commercial Industrial Place Type on Map 1 – Place Types.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 600 Third Street in the City of London.

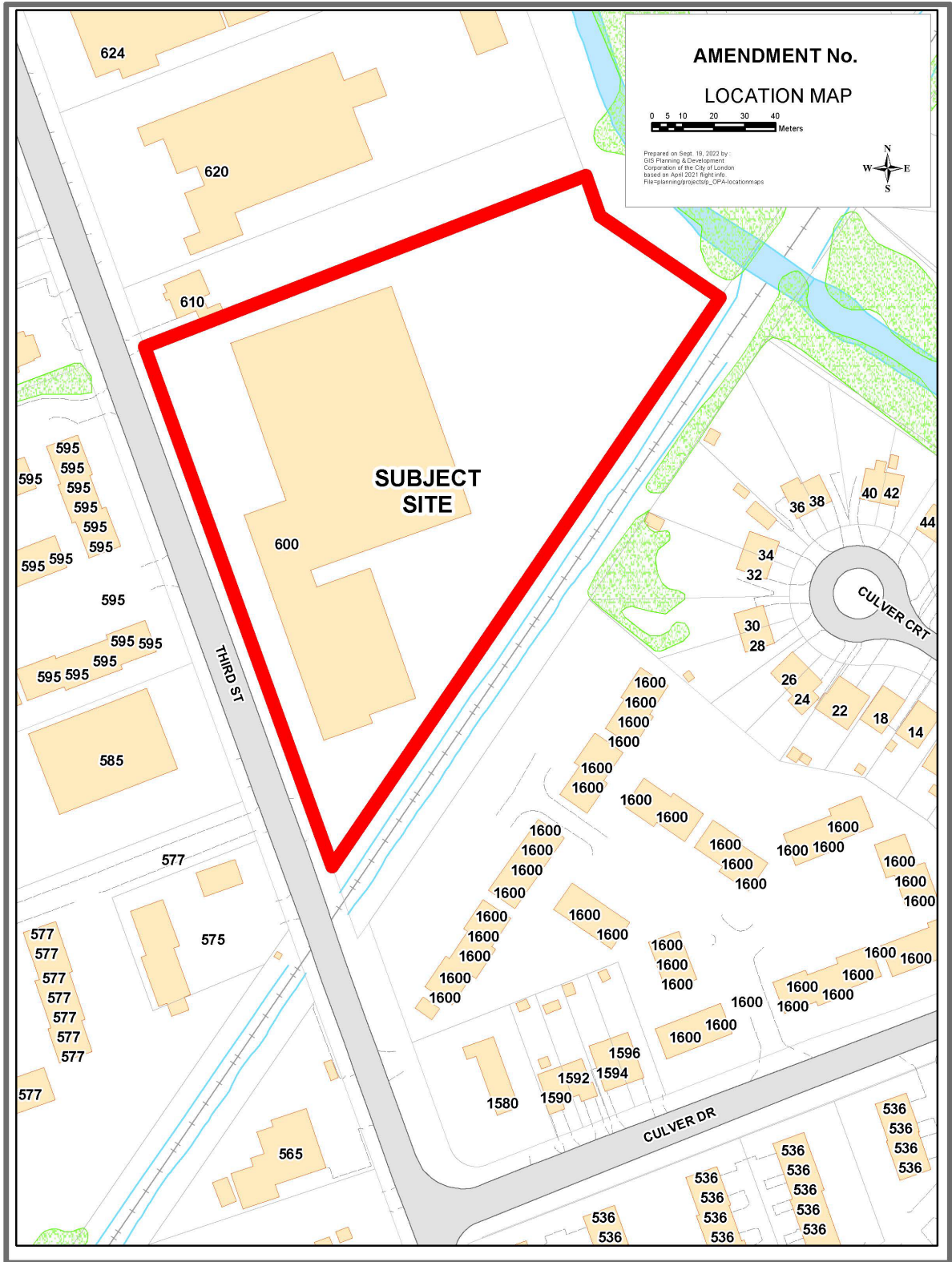
C. BASIS OF THE AMENDMENT

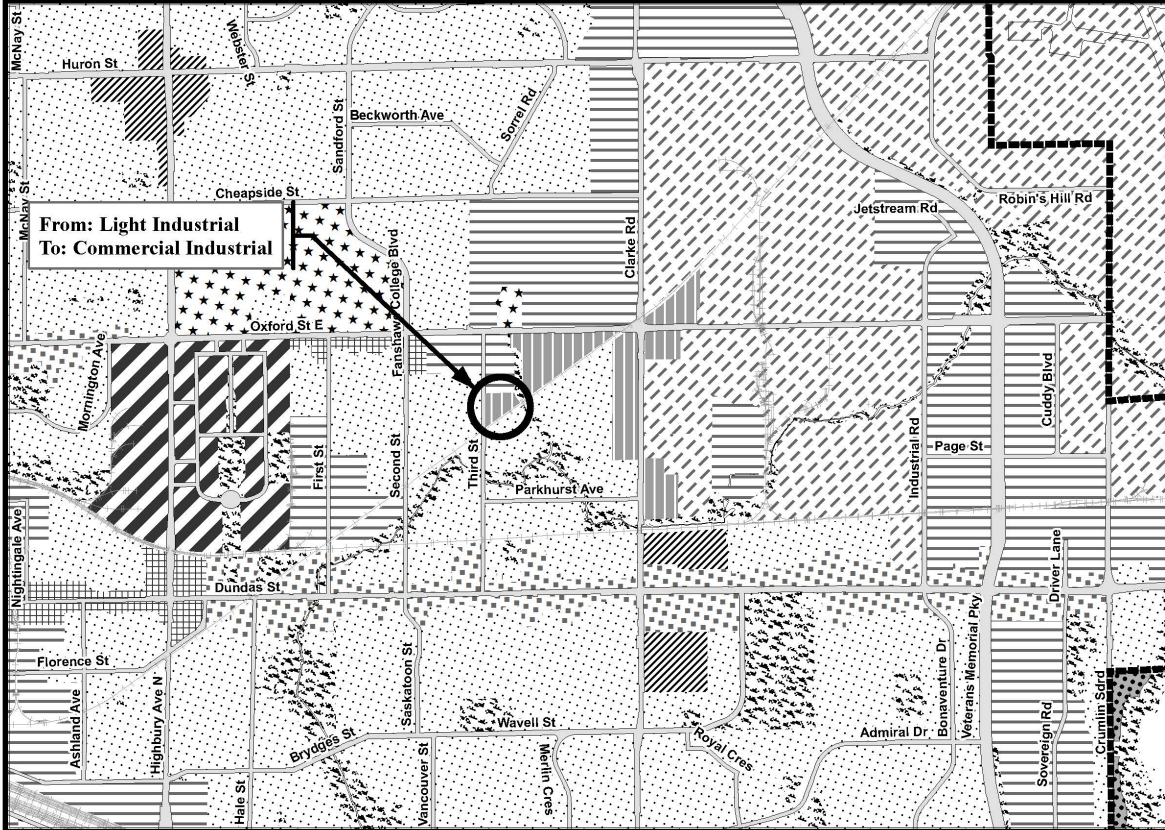
The recommended amendment is consistent with the PPS and the in-force policies of The Official Plan. The recommended amendment facilitates the continued use of a site within an existing industrial area. The recommended use will contribute to the supply of employment lands and industrial uses within the area.

D. THE AMENDMENT

The Official Plan is hereby amended as follows:

1. Map 1 – Place Types, of the Official Plan is amended by redesignating the subject lands, as indicated on “Schedule 1” attached hereto from a Light Industrial Place Type to a Commercial Industrial Place Type.





Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhood | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.

<p>SCHEDULE # TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-9542</p> <p>PLANNER: AR</p> <p>TECHNICIAN: JI</p> <p>DATE: 11/22/2022</p>
---	-------------------------------------	--

Bill No. 39
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 88 Chesterfield Avenue.

WHEREAS Amy Liu has applied to rezone an area of land located at 88 Chesterfield Avenue, 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 88 Chesterfield Avenue, as shown on the attached map comprising part of Key Map No. A108, from a Residential R2 (R2-2) Zone **TO** a Residential R3 Special Provision (R3-2(_)) Zone.
- 2) Section Number 7.4 of the Residential R3 (R3-2) Zone is amended by adding the following Special Provision:
 -) R3-2(_) 88 Chesterfield Avenue
 - a) Regulations
 - i) Front Yard Depth (Minimum) 5.8 metres (19.02 feet)
 - ii) Driveway Width (Maximum) 11 metres (36.08 feet)

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.

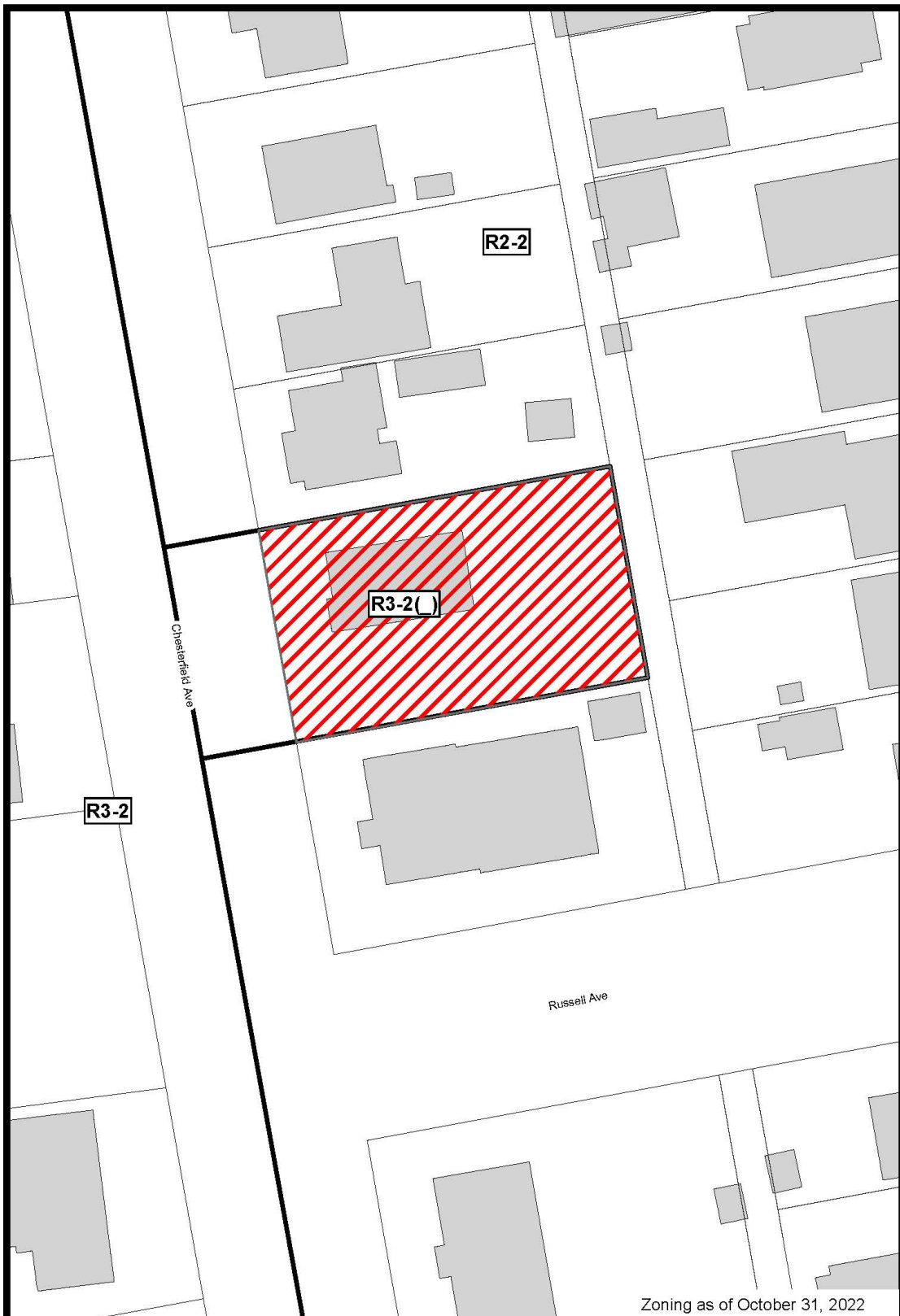
PASSED in Open Council on January 24, 2023.



Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



<p>File Number: Z-9552 Planner: OA Date Prepared: 2022/11/18 Technician: JI By-Law No: Z-1-</p>	<p>SUBJECT SITE </p> <p>1:500</p> <p>0 2.5 5 10 15 20 Meters </p>
--	---

Geodatabase

Bill No. 40
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 634 Commissioners Road West.

WHEREAS Royal Premier Homes (c/o Farhad Noory) has applied to rezone an area of land located at 634 Commissioners Road West, 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 634 Commissioners Road West, as shown on the attached map comprising part of Key Map No. A106, from a Residential R1 (R1-9) Zone **TO** a Residential R5 Special Provision (R5-7()) Zone.
- 2) Section Number 9.4 of the Residential R5 (R5-7) Zone is amended by adding the following Special Provision:

) R5-7() 634 Commissioners Road West

a) Regulations

- | | | |
|------|--|--|
| i) | Density
(Maximum) | 25 units per hectare |
| ii) | Front Yard Depth
(Minimum) | 6.5 metres (21.3 feet) |
| iii) | Interior Side Yard Depth
(First 30 metres of Lot Depth) | 1.8 metres (5.9 feet) when
the end wall of a unit
contains no windows to
habitable rooms, or 6.0
metres (9.8 feet) when the
wall of a unit contains
windows to habitable
rooms. |
| | Interior Side yard Depth
(Remainder of the lot) | 3.0 metres (9.8 feet) |
| iv) | Rear Yard Depth | 1.0 metre per 1.0 metre of
main building height, but in
no case less than 6.0
metres. |
| v) | Enhanced Landscape Strip | A minimum 6.0 metre deep landscape strip shall be required
along the south lot line (up to 6 surface parking stalls may
encroach into the required landscape strip). |

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.

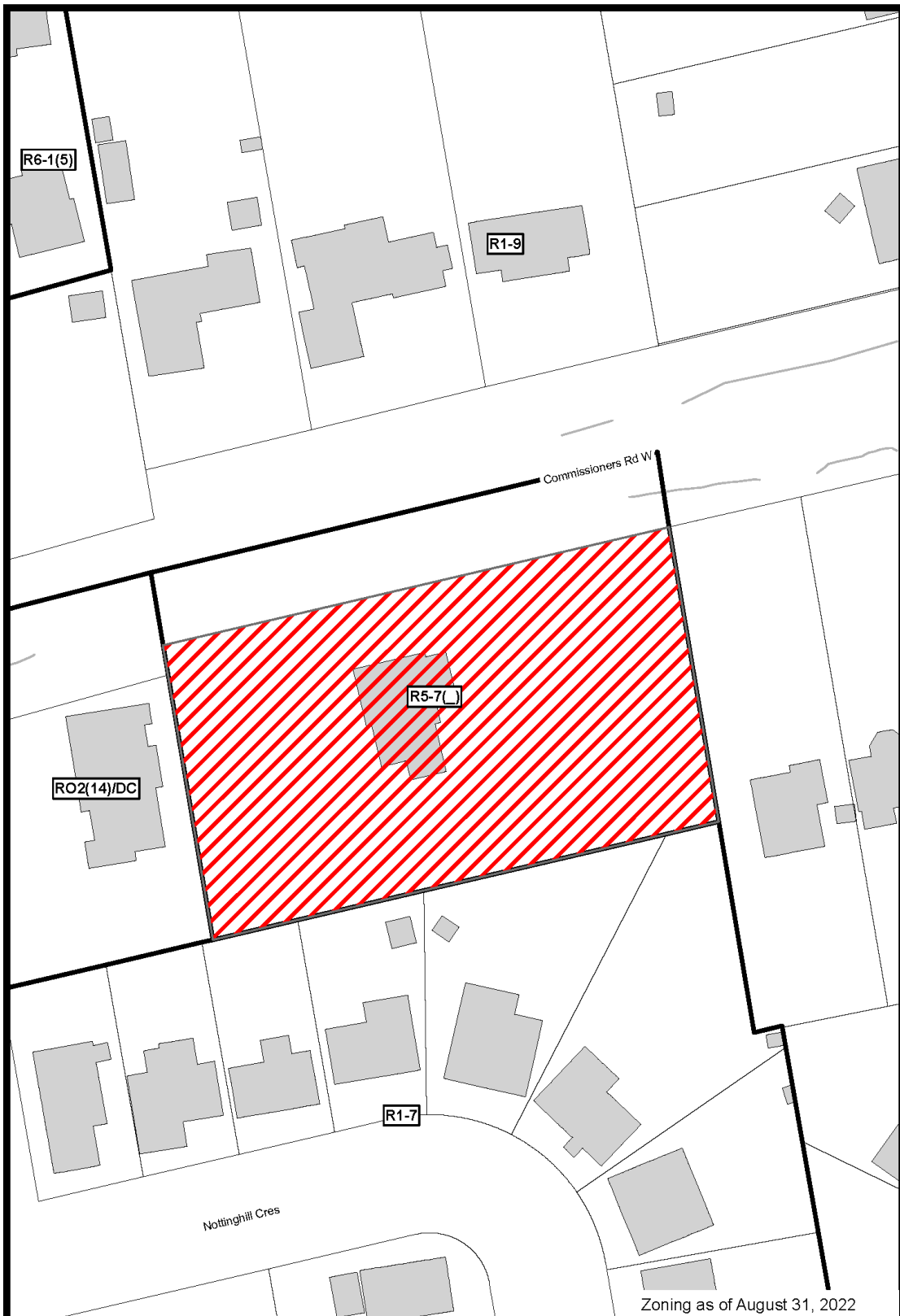
PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2024

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9541
Planner: OA
Date Prepared: 2022/10/24
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geodatabase

Bill No. 41
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 867-879 Wellington Road.

WHEREAS Bates Real Estate Corporation has applied to rezone an area of land located at 867-879 Wellington Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable the lands located at 867-879 Wellington Road, as shown on the attached map comprising part of Key Map No. A111, from a Highway Service Commercial (HS1/HS4) Zone to a Highway Service Commercial and Associated Shopping Area Commercial (HS1/HS4/ASA1) Zone.

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.

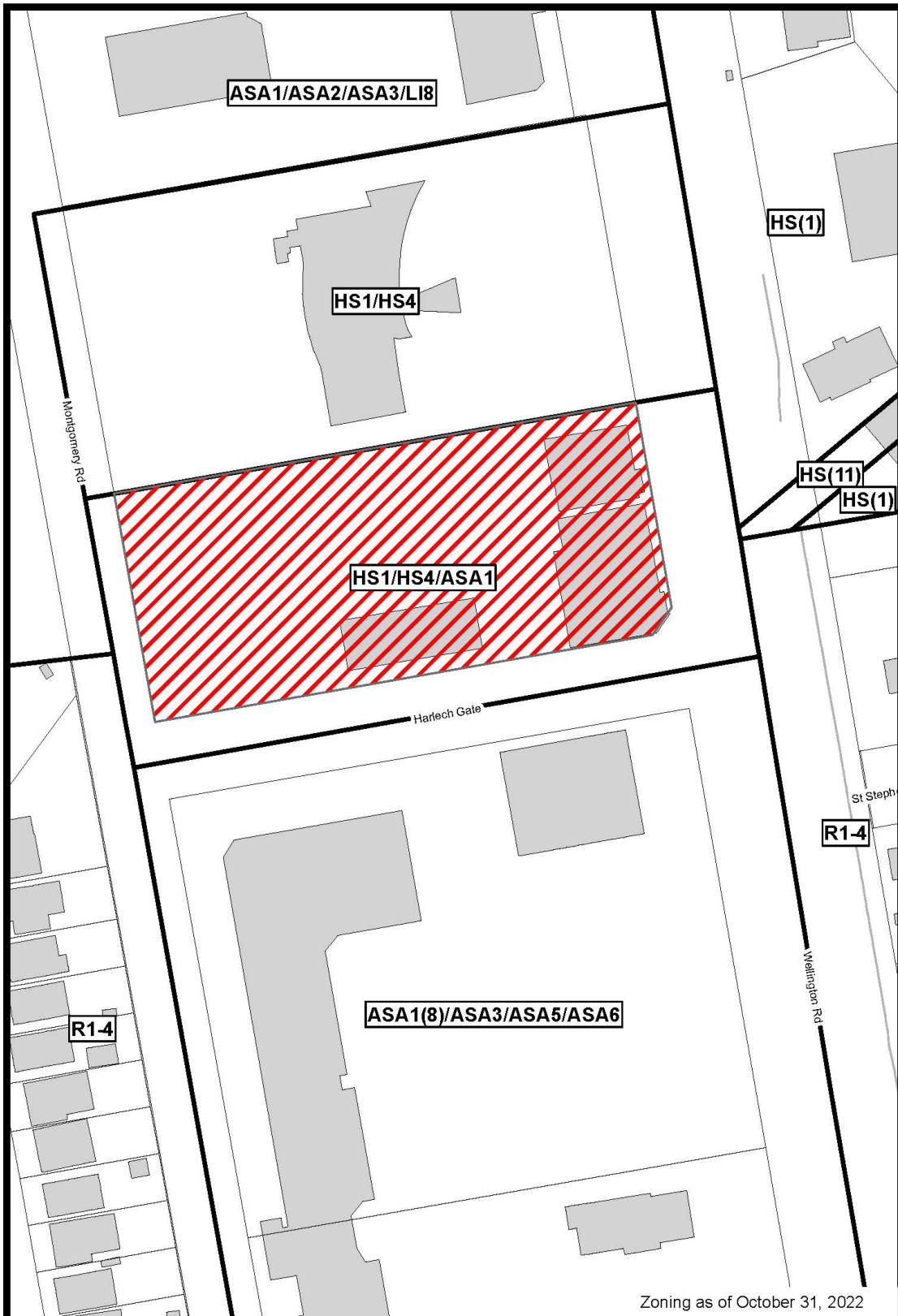
PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of October 31, 2022

File Number: Z-9550
Planner: BH
Date Prepared: 2022/11/18
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:1,200

0 5 10 20 30 40 Meters



Geodatabase

Bill No. 42
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 600 Third Street.

WHEREAS MHBC Planning on behalf of City Centre Storage have applied to rezone an area of land located at 600 Third Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to The 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 600 Third Street, as shown on the attached map comprising part of Key Map No. A108, from a Light Industrial (LI1/LI7) Zone to a Restricted Service Commercial Special Provision (RSC2/RSC4/RSC5()) Zone.
- 2) Section Number 28.4 of the Restricted Service Commercial is amended by adding the following Special Provision:

) RSC5() 600 Third Street

a) Regulations

- | | |
|---|------------|
| i) Existing South Interior Side Yard Setback
(Minimum) | 6.6 metres |
| ii) Existing Landscaped Open Space
(Minimum) | 5.5% |
| iii) Existing Lot Coverage
(Maximum) | 32% |

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.

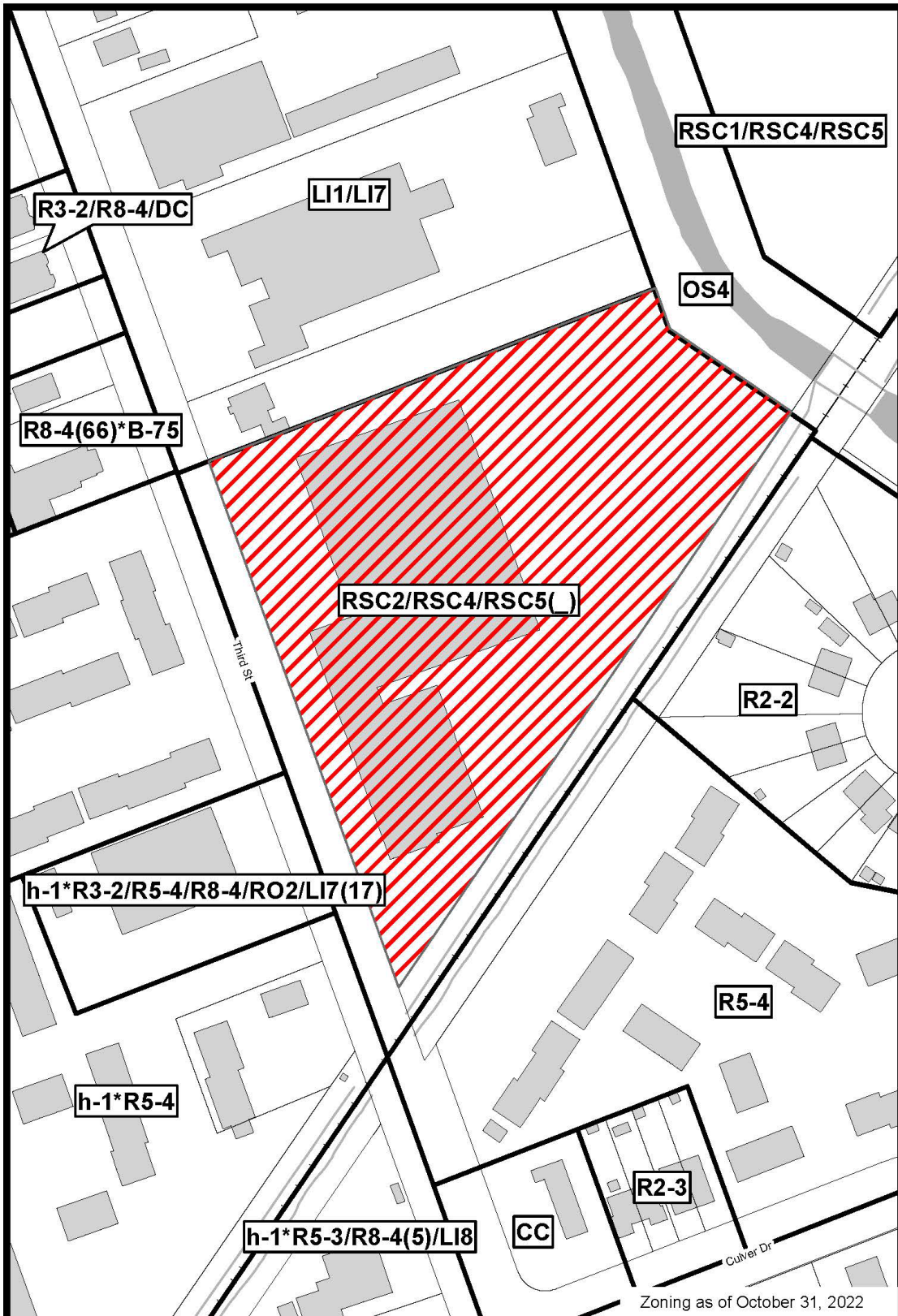
PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor


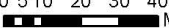

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of October 31, 2022

<p>File Number: OZ-9542 Planner: AR Date Prepared: 2022/11/22 Technician: JI By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
---	--

Geodatabase

Bill No. 43
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1350 Trafalgar Street.

WHEREAS McFalls Storage o/a Forest City Storage has applied to rezone an area of land located at 1350 Trafalgar 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 1350 Trafalgar Street, as shown on the attached map comprising part of Key Map No. A108, from a General Industrial Special Provision (GI1(8)) Zone TO a Restricted Service Commercial Special Provision (RSC4(_)) Zone.
- 2) Section Number 28.3 of the Restricted Service Commercial (RSC) Zone is amended by adding the following Special Provisions:

RSC4 (_) 1350 Trafalgar Street

a) Permitted Uses

- i) Self-Storage Establishments
- ii) Bake Shop
- iii) Brewing on premises establishments
- iv) Duplicating shops
- v) Automobile repair garage
- vi) Automotive uses, restricted

b) Regulations

- i) Front Yard Depth (Minimum) 1.1 metres (3.6 feet)
- ii) Rear Yard Depth (Minimum) 0.0 metres (0.0 feet)
- iii) Interior Side Yard Depth (Minimum) 0.0 metres (0.0 feet)
- iv) Landscaped Open Space (Minimum) 0%
- v) Gross Floor Area (Maximum) 6,247 square metres (as existing)
- vi) Open Storage (Maximum) 11%
- vii) The minimum front (west) and interior (north) side yard setbacks for open storage shall be 0m (0 feet)
- viii) The permitted uses identified in a) above shall be restricted to the existing 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.

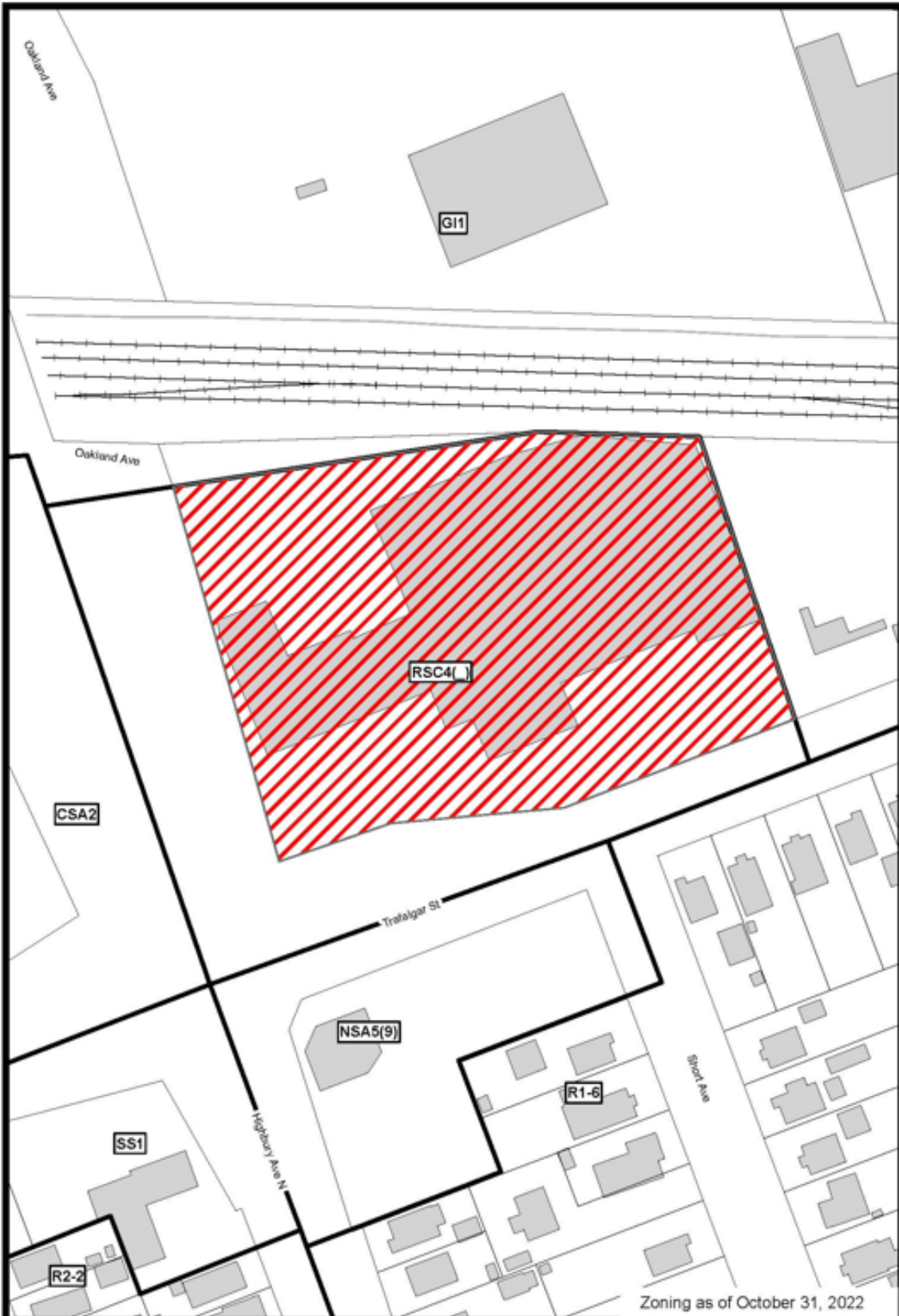
PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9548
Planner: AS
Date Prepared: 2022/11/15
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:1,200

0 5 10 20 30 40
Meters



Geodatabase

Bill No. 44
2023

By-law No. Z.-1-23

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 942 Westminster Drive.

WHEREAS Jim Rimmelzwaan has applied to rezone an area of land located at 942 Westminster Drive, 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 942 Westminster Drive, as shown on the attached map comprising part of Key Map No. A116, from an Agricultural (AG2) Zone TO an Agricultural Special Provision (AG2()) Zone.
- 2) Section Number 45.4 b) of the Agricultural (AG) Zone is amended by adding the following Special Provisions:
 -) AG2() 942 Westminster Drive
 - a) Permitted Uses
 - i) Existing single detached dwelling and existing accessory structure
 - b) Regulations
 - i) Interior Side Yard Depth (West)(Minimum) 23.2 metres (76 feet)
 - ii) Interior Side Yard Depth (East)(Minimum) 23.1 metres (75.8 feet)
 - iii) Front Yard Depth (Minimum) 19.28 metres (62.9 feet)
 - iv) Rear Yard Depth (Minimum) 71 metres (232.9 feet)
 - v) Lot Area (Minimum) 5,451.9 square metres
 - vi) Lot Frontage (Minimum) 62.6 metre (205.3 feet)

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.

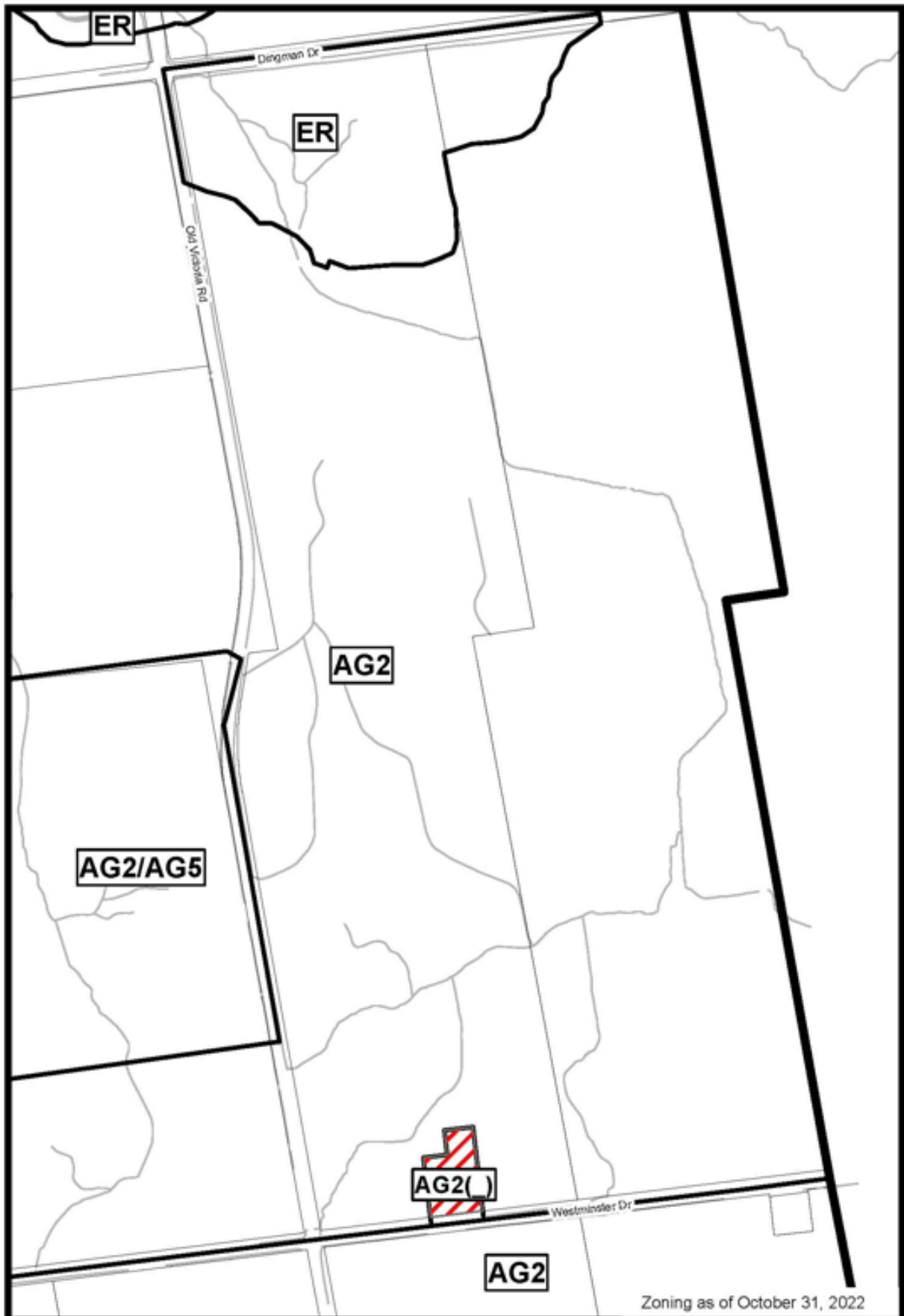
PASSED in Open Council on January 24, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – January 24, 2023
Second Reading – January 24, 2023
Third Reading – January 24, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of October 31, 2022

File Number: Z-9526

Planner: AS

Date Prepared: 2022/01/02

Technician: JI

By-Law No: Z.-1-

SUBJECT SITE 

1:5,500

0 25 50 100 150 200
Meters



Geodatabase