



## Council Minutes

11th Meeting of City Council  
June 6, 2023, 1:00 PM

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

Absent: S. Stevenson

Also Present: L. Livingstone, A. Barbon, S. Corman, K. Dickins, D. Escobar, M. Goldrup, A. Hagan, A. Hovius, A. Job, S. Mathers, H. McNeely, R. Morris, K. Scherr, M. Schulthess, C. Smith  
Remote Attendance: E. Bennett, B. Card, C. Cooper, M. Daley, J. MacKay, G. Smith, B. Warner  
The meeting is called to order at 1:02 PM; it being noted that Councillor P. Van Meerbergen was in remote attendance and Councillor E. Pelozza was in remote attendance after 2:27 PM

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Recognitions

None.

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

None.

### 4. Council, In Closed Session

Motion made by: P. Cuddy  
Seconded by: J. Pribil

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

#### 4.1 Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor Client Privilege

A matter pertaining to litigation currently before the Superior Court of Justice, Court file No. 783/19 affecting the municipality and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in relation to the 2016 Sarnia Road Improvements from Wonderland Road North to Sleightholme Avenue, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/9/CWC)

#### 4.2 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals related to 1140 Fanshawe Road East at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/9/PEC)

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

A matter pertaining to the proposed or pending lease of land by the municipality,

including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/10/CSC)

**4.4 Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations / Confidential Trade Secret or Scientific, Technical, Commercial or Financial Information Belonging to the City**

A matter pertaining to 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 or local board; a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality, including communications necessary for that purpose, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization, and for the purpose of giving instructions to officers and employees of the City of London. (6.2/10/CSC)

**4.5 Labour Relations/Employee Negotiations**

A matter pertaining to labour relations and employee negotiations in regard to one of the Corporation's unions, advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.1/11/CSC)

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

The Council convenes, In Closed Session at 1:19 PM and reconvenes at 1:38 PM.

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

**5.1 10th Meeting held on May 16, 2023**

Motion made by: S. Lehman

Seconded by: S. Hillier

That the Minutes of the 10th Meeting held on May 16, 2023, BE APPROVED.

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

**6. Communications and Petitions**

None.

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

None.

## 8. Reports

### 8.1 9th Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

That the 9th Report of the Community and Protective Services Committee BE APPROVED.

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. (2.1) 5th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelosa

That the 5th Report of the Animal Welfare Community Advisory Committee, from its meeting held on May 4, 2023, BE RECEIVED.

**Motion Passed**

#### 3. (2.2) London Fire Department - Establishing and Regulating By-law (Relates to Bill No.'s 165 and 169)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated May 24, 2023, related to the London Fire Department Establishing and Regulating By-law:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023, to:

i) approve the continuation and regulation of the London Fire Department;

ii) repeal By-law No. F-6, being "A by-law to continue and regulate a Fire Department"; and,

b) the Deputy City Manager, Neighbourhood and Community-Wide Services, on the recommendation of the Fire Chief, BE DELEGATED the authority to form Automatic Aid Agreements, Mutual Aid Agreements and other Fire Protection Agreements, as necessary; it being noted that a by-law to enact the delegation will be brought forward to Municipal Council for enactment. (2023-C01)

**Motion Passed**

4. (2.3) Housing Stability for All Plan 2022 Update

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Social and Health Development, and with the concurrence of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated May 24, 2023, related to the Housing Stability for All Plan 2022 Update:

- a) the Civic Administration BE DIRECTED to submit the Housing Stability for All Plan (HSAP) 2022 Update to the Ontario Ministry of Municipal Affairs and Housing as the annual update to the local homeless prevention and housing plan, in accordance with the Housing Services Act, 2011 (HSA);
- b) the Civic Administration BE DIRECTED to circulate this report to community and affected partners, agencies, and community groups including, but not limited to, Middlesex County, the London Homeless Coalition and on the City of London website; and,
- c) the above-noted staff report BE RECEIVED. (2023-S11)

**Motion Passed**

5. (2.4) 2022-2023 Winter Response Program Outcome Report

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated May 24, 2023, with respect to the 2022-2023 Winter Response Outcome Report, BE RECEIVED. (2023-S11)

**Motion Passed**

6. (2.5) SS-2023-151 - London Fire Department Single Source Bunker Gear

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated May 24, 2023, related to the London Fire Department Single Source Purchase for Bunker Gear:

- a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Innotex Inc., 275 Rue Gouin, Richmond, Quebec, J0B 2H0, for pricing for a single source contract for one (1) year with one (1) option year for the provision of bunker gear to the London Fire Department;
- b) the approval in a), above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Innotex Inc. to provide bunker gear to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in parts a) and b) above; and,

d) the funding for this procurement BE APPROVED, as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-AL4)

**Motion Passed**

7. (4.1) J. Thompson, LIFE\*SPIN - Ethical AI Homelessness Tools

Motion made by: E. Pelozza

That the communication, dated May 15, 2023, from J. Thompson, Life\*Spin, with respect to Ethical AI Homelessness Tools, BE FORWARDED to the Civic Administration for consideration; it being noted that the above-noted communication was received. (2023-S11)

**Motion Passed**

- 8.2 9th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 9th Report of the Civic Works Committee BE APPROVED, excluding Item 9 (clause 4.3).

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 6th 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 6th Report of the Environmental Stewardship and Action Community Advisory Committee, from the meeting held on May 3, 2023:

a) that the Working Group comments related to the draft goldfish brochure, as appended to the Agenda, BE FORWARDED to the Civic Administration for review and consideration; and,

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

**Motion Passed**

3. (2.2) Dingman Creek Pumping Station Consulting Fees Value Increase

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 May 24, 2023, related to the Dingman Creek Pumping Station Consulting Fees Value Increase:

- a) the value of the engineering consulting fees for Stantec Consulting Limited BE INCREASED by \$463,025.15, including contingency (excluding HST), due to increased efforts related to the project extension;
- 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 Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations; and,
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (E03-2023)

**Motion Passed**

- 4. (2.3) Amendments to the Traffic and Parking By-law (Relates to Bill No. 172)

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated May 24, 2023, BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (C01-2023)

**Motion Passed**

- 5. (2.4) 2023 New Traffic and Pedestrian Signals and Pedestrian Crossovers (Relates to Bill No. 173)

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 May 24, 2023, related to the 2023 New Traffic and Pedestrian Signals and Pedestrian Crossover:

- a) the installation of the following traffic signals BE APPROVED:
  - i) Bradley Avenue W at Wharnccliffe Road S
  - ii) Commissioners Road East at Chelton Road
  - iii) Gainsborough Road at Coronation Drive (west intersection)
  - iv) Gainsborough Road at Sherwood Forest Mall Driveway
  - v) Hamilton Road at Clarke Road
  - vi) Huron Street at Vesta Road
  - vii) King Street at Ontario Street
  - viii) South Street at Wellington Street
  - ix) Sunningdale Road E at North Wenige Drive;
- b) the installation of the following pedestrian signals BE APPROVED:

- i) Fanshawe Park Road W at Foxwood Avenue
  - ii) Hill Street at Adelaide Street N
  - iii) Medway Park Road at Wonderland Road N
  - iv) Morgan Avenue at Wharncliffe Road S
  - v) Oxford Street W at Headley Gate
  - vi) Springbank Drive at Kensal Park School (west driveway); and,
- c) the proposed by-law, as appended to the above-noted report, BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (T10-2023)

**Motion Passed**

6. (2.5) Contract Award - Tender RFT-2023-016 Dingman Drive Improvements

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 May 24, 2023, related to the Contract Award for the Dingman Drive Improvements (RFT-2023-016):

- a) the bid submitted by Bre-Ex Construction Inc., at its tendered price of \$9,996,424.25 (excluding HST), BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of six bids received and meets the City's specifications and requirements;
- b) AECOM Canada Ltd., BE AUTHORIZED to complete the contract administration and construction inspection for this project, in accordance with the estimate on file, at an upset amount of \$633,819.00 (excluding HST);
- c) in accordance with the Drainage Act, the 2023 Cousins Drain Report by Spriet Associates, BE ACCEPTED as appended to the above-noted staff report;
- d) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- f) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work;
- g) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (RFT-2023-016); and,
- h) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (T05-2023)

**Motion Passed**

7. (4.1) Downtown Bike Locker Pilot Project Results

Motion made by: C. Rahman

That, on the on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 24, 2023, related to the Downtown Bike Locker Pilot Project Results:

- a) the Civic Administration BE DIRECTED to end the current pilot project phase and continue to offer secure bike parking services with the existing bike lockers in the three existing locations;
- b) the Civic Administration BE DIRECTED to move the Clarence Street lockers for reinstallation at Central Avenue and Richmond Street in early Fall;
- c) the Civic Administration BE DIRECTED to provide recommendations for bike locker rental fees in 2024 for inclusion in the Fees and Charges By-law; and,
- d) the Civic Administration BE DIRECTED to include learnings from the bike locker pilot project and a financial analysis of additional secure bike parking options as part of the development of London's Bike Parking Plan as input into the Mobility Master Plan. (T03-2023)

**Motion Passed**

8. (4.2) Final Connected and Automated Vehicle Plan

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 May 24, 2023, related to the Final Connected and Automated Vehicle Plan:

- a) the final Connected and Automated Vehicle Plan, as summarized in the Executive Summary appended to the above-noted staff report, BE APPROVED; and,
- b) the Civic Administration BE DIRECTED to implement the various aspects of the plan as opportunities arise. (T10-2023)

**Motion Passed**

9. (4.3) Automated Enforcement Program Expansion Single Source 2023-142

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 May 24, 2023, related to the Automated Enforcement Program Expansion Single Source 2023-142:

- a) that Traffipax LLC, BE AWARDED the contract for the provision of red light cameras, associated equipment, maintenance, and data transfer services until the end of the contract period on April 30, 2025, in accordance with the terms and conditions of the Request for Approvals executed by the City of Toronto (RFP No. Doc2184528757) on behalf of the City of London and other participating Red Light Camera municipalities in accordance with



Section 14.4 (g) of the Procurement of Goods and Services Policy; it being noted that there is an option to extend the contact at the discretion of the City of London for an additional two years (May 1, 2025 to April 30, 2027);

- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- c) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the vendor for the work;
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations;
- e) the Civic Administration BE DIRECTED to place the net revenue from the Red Light Camera Program in the Automated Enforcement Reserve Fund; it being noted that any revenue shortfalls will be funded from this reserve fund, if necessary; and,
- f) the information regarding the expansion of the previously approved Automated Speed Enforcement program, BE RECEIVED. (T06-2023)

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

Motion to amend by adding a part g) as follows:

"g) the Civic Administration BE DIRECTED to investigate and implement additional Red Light Camera locations as may be feasible."

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

Motion made by: C. Rahman  
Seconded by: A. Hopkins

That Item 9, clause 4.3, as amended, BE APPROVED.

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

Item 9, clause 4.3, as amended, reads as follows:

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 24, 2023, related to the Automated Enforcement Program Expansion Single Source 2023-142:

- a) that Traffipax LLC, BE AWARDED the contract for the provision of red light cameras, associated equipment, maintenance, and data transfer services until the end of the contract period on April 30, 2025, in accordance with the terms and conditions of the Request for Approvals executed by the City of Toronto (RFP No. Doc2184528757) on behalf of the City of London and other participating Red Light Camera municipalities in accordance with Section 14.4 (g) of the Procurement of Goods and Services Policy; it being noted that there is an option to extend the contact at the discretion of the City of London for an additional two years (May 1, 2025 to April 30, 2027);
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- c) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the vendor for the work;
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations;
- e) the Civic Administration BE DIRECTED to place the net revenue from the Red Light Camera Program in the Automated Enforcement Reserve Fund; it being noted that any revenue shortfalls will be funded from this reserve fund, if necessary; and,
- f) the information regarding the expansion of the previously approved Automated Speed Enforcement program, BE RECEIVED.
- g) the Civic Administration BE DIRECTED to investigate and implement additional Red Light Camera locations as may be feasible. (T06-2023)

8.3 16th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 16th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Item 4 (clause 4.1) and Item 9 (clause 2.4).

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

Absent: (2): S. Stevenson, and E. Pelosa

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) Update on Community Diversity and Inclusion Strategy (CDIS and Next Steps

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken with respect to the Community Diversity and Inclusion Strategy (CDIS):

- a) the report on the progress and conclusion of the Community Diversity and Inclusion Strategy BE RECEIVED for information; and,
- b) the Priority Working Group Members and the Leadership Table BE THANKED for their time and effort in leading the Community Diversity and Inclusion Strategy.

**Motion Passed**

3. (2.3) SS-2023-120 Single Source: Supportive Housing Model at 403 Thompson Road

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, with the concurrence of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to a Single Source Award Recommendation:

- a) a single source procurement in accordance with s. 14.4(e) of the Procurement of Goods and Services Policy BE APPROVED to Indwell Community Homes to deliver a Supportive Housing Model pilot project at 403 Thompson Road for a term commencing June 15, 2023, through to December 31, 2025, with the option to extend for four (4) additional one (1) year terms, at an annual operating fee of up to \$1,164,000 and initial one-time onboarding expenses of up to \$490,000; such onboarding expenses include the one-time capital costs of \$158,918 to operationalize the building to provide for the programs, services, and delivery method associated with the proposed Supportive Housing Model;
- b) funding for the initial one-time onboarding capital costs referenced in part a), above, BE APPROVED, as outlined in the Source of Financing Report, as appended to the staff report dated May 30, 2023 as Appendix "A";
- c) the Deputy City Manager, Planning and Economic Development and the Deputy City Manager, Social and Health Development BE AUTHORIZED to jointly approve and execute a Municipal Purchase of Service Agreement with Indwell Community Homes and the Housing Development Corporation for the operation of 403 Thompson Road and the initial onboarding services and capital improvements required for Indwell to deliver the proposed Supportive Housing Model;
- d) the Civic Administration BE AUTHORIZED to undertake all other administrative acts necessary in connection with this purchase;
- e) the approval given herein BE CONDITIONAL upon the Corporation entering into a Municipal Purchase of Service Agreement with Indwell Community Homes and the Housing Development Corporation; and,
- f) the Deputy City Manager, Planning and Economic Development and the Deputy City Manager, Social and Health Development BE AUTHORIZED to jointly execute amendments to or amending agreements associated with the Municipal Purchase of Service Agreement authorized above;

it being noted that the Strategic Priorities and Policy Committee received a presentation on the added agenda from Indwell with respect to this matter.

**Motion Passed**

5. (4.2) Request for a Shareholder's Meeting - Housing Development Corporation, London (HDC)

Motion made by: S. Lewis

That the following actions be taken with respect to the 2022 Annual General Meeting of the Shareholder for the Housing Development Corporation, London (HDC):

- a) the 2022 Annual General Meeting of the Shareholder for the Housing Development Corporation, London (HDC) BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 20, 2023, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London (HDC) in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,
- b) the City Clerk BE DIRECTED to provide notice of the 2022 Annual Meeting to the Board of Directors for the Housing Development Corporation, London (HDC) and to invite the President and CEO and the Board/Chair to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated May 19, 2023, from M. Feldberg, President and CEO, Housing Development Corporation, London, with respect to this matter.

**Motion Passed**

6. (4.3) Request for Business Cases for the Multi-Year Budget

Motion made by: S. Lewis

That the following actions be taken with respect to the communication dated May 30, 2023, from Councillor S. Franke, related to business cases for consideration with the multi-year budget:

- a) the Civic Administration BE DIRECTED to prepare business cases for the following :
  - i) New Funding, Existing Strategies - Coves Silver Creek Restoration Project;
  - b) the request for a business case for a purchasing natural heritage lands strategy (including compensation requirements for infrastructure projects) BE REFERRED to the Civic Administration in order to report back to the appropriate standing committee with additional scoping details;

it being noted that the Strategic Priorities and Policy Committee received a communication dated May 19, 2023 from A. Wasylo, Chair, Board of Directors and M. Miksa, Executive Director, London Cycle Link with respect to bicycle infrastructure.

**Motion Passed**

7. (4.4) Resignation on the London and Middlesex Community Housing Board of Directors

Motion made by: S. Lewis

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

- a) the communication dated May 19, 2023 from P. Chisholm BE RECEIVED;
- b) the resignation of Tammy Brooks from London and Middlesex Community Housing Board of Directors BE ACCEPTED; and,
- c) the City Clerk BE DIRECTED to advertise in the usual manner to solicit applications for appointment for a tenant position to London and Middlesex Community Housing Board of Directors, with applications to be brought forward to a future meeting of the Strategic Priorities and Policy Committee for consideration.

**Motion Passed**

8. (2.2) Core Area Land and Building Vacancy Reduction Strategy

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to a proposed strategy that sets out potential tools that may assist in reducing core area land and building vacancy:

- a) the staff report dated May 30, 2023, entitled Core Area Land and Building Vacancy Reduction Strategy BE RECEIVED;
- b) the City of London Core Area Land and Building Vacancy Reduction Strategy, as appended to the staff report as Appendix "A" BE RECEIVED;
- c) the strategic initiatives identified in this Strategy that can be addressed through existing budgets BE IMPLEMENTED; and,
- d) the Civic Administration BE DIRECTED to submit business cases for strategic initiatives in the Core Area Land and Building Vacancy Reduction Strategy requiring additional investment through the 2024-2027 Multi-Year Budget process; it being noted that some business cases submitted to address other Council priorities may also address, in whole or in part, strategic initiatives of the Core Area Land and Building Vacancy Reduction Strategy; it being further noted that the Strategic Priorities and Policy Committee received a communication dated May 28, 2023 from C. Butler with respect to this matter.

**Motion Passed**

4. (4.1) 2022 Climate Emergency Action Plan Progress Report

Motion made by: S. Lewis

That the following actions be taken with respect to the 2022 Climate Emergency Action Plan Progress Report, dated May 30, 2023:

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

b) the Civic Administration BE DIRECTED to include the following specific actions as part of the implementation of the Climate Emergency Action Plan (CEAP):

- i) develop and deliver CEAP training to all current and future staff through the onboarding and continued learning processes in a manner consistent with current internal learning and development programs (e.g., Anti-Racism, Anti Oppression) to ensure that all staff members understand how to align their work to CEAP outcomes and make changes in their everyday routine work to align with targets;
- ii) bring a CEAP update to SPPC twice a year; a comprehensive progress report in May and an update report in the fall;
- iii) develop a Net-Zero Emission Plan for Corporate Assets to ensure Fleet & Facilities can achieve 2045 corporate targets subject to the approval of appropriate funding in the 2024-2027 Multi-Year Budget;
- iv) ensure that asset management projects such as retrofits, replacements, renewals, and rehabilitations of City infrastructure make significant and visible efforts to be in line with net zero emission 2045 corporate targets, consistent with CEAP Area of Focus 7, 6a and 6b, while the plan noted above is being developed subject to the approval of appropriate funding in the 2024-2027 Multi-Year Budget.

Motion made by: S. Lewis

Motion to approve Item 4, clause 4.1, part a).

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

Absent: (2): S. Stevenson, and E. Pelosa

**Motion Passed (13 to 0)**

Motion made by: S. Lewis

Motion to approve Item 4, clause 4.1, part b).

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (2): P. Van Meerbergen, and S. Hillier

Absent: (2): S. Stevenson, and E. Pelosa

**Motion Passed (11 to 2)**

9. (2.4) 1st Report of the Governance Working Group

Motion made by: S. Lewis

That the following actions be taken with respect to the 1st Report of the Governance Working Group from its meeting held on May 17, 2023:

a) the following actions be taken with respect to the 2024 Standing Committee and Council Calendar:

- i) the Civic Administration BE DIRECTED to draft a 2024 meeting calendar with the following parameters:

- A) week 1 – Monday - CPSC - 1 PM  
                                     Tuesday - CWC - 9:30 AM  
                                                                                     - Planning - 1 PM
  - B) week 2 - Monday - CSC - 1 PM  
                                     Tuesday - SPPC - 1 PM
  - C) week 3 - Tuesday - Council - 1 PM
- ii) the above-noted draft 2024 calendar BE PROVIDED to the Senior Leadership Team for their feedback; and,
  - iii) the Senior Leadership Team comments BE PROVIDED to the Governance Working Group at their next meeting;
- b) the following actions be taken with respect to meetings in closed session at standing committee and Council meetings:
    - i) the practice of relocating the Council/Standing Committee members and appropriate staff, during closed session parts of a meeting, BE REIMPLEMENTED; it being noted that hybrid meeting attendance in closed session will be accommodated; it being further noted that this will allow for the public to remain in the Council Chambers during the closed session; and,
    - ii) the Civic Administration BE DIRECTED to report back with respect to closed session meeting participation best practices that may be the subject of a Council Policy; it being noted that this may be incorporated in the report related to virtual meeting participation forthcoming to committee;
- c) the Civic Administration BE DIRECTED to report back to the Governance Working Group with respect to the following potential changes to the Council Members' Expense Account Policy:
    - i) changes to part 4.2 c) vii) related to hosting ward events that will provide additional flexibility and discretion for individual council members in terms of facility use and locations;
    - ii) incorporation of permissive language with respect to opportunities for partnerships for council members related to engagement opportunities; and,
    - iii) a review and recommendations related to updating existing expenditure annual limits and specific expense amounts that currently exist within the policy;
- d) the following actions be taken with respect to Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy:
    - i) the Civic Administration BE DIRECTED to report back on potential policy changes, specific to Standing Committee appointments, that would compel individual members to make complete submissions for appointment consideration, as well as compelling complete selections during any selection process; it being noted that the intention of any such changes would be to facilitate better distribution of work amongst all members;
    - ii) additional discussion related to appointments to Civic Boards and Commissions BE REFERRED to a future meeting of the GWG; it being noted that additional information with respect to the participation requirements of these boards and commissions will be compiled; and,
    - iii) consideration BE GIVEN to the provision of a summary document from individual Council members that would provide information related to time requirements and commitments of participating on a board/commission;

e) item 3.5, Current Council Policies, BE REFERRED to the next meeting of the Governance Working Group (GWG) for consideration; it being noted that the GWG requested that related previous staff reports and any environmental scan information be provided at the same meeting;

f) item 3.6, Potential New Council Policies, BE REFERRED to the next meeting of the Governance Working Group for consideration; it being noted that the Governance Working Group requested that related environmental scan information be provided at the same meeting;

g) the matter of a ward boundary review BE REFERRED to the Governance Working Group (GWG) for consideration; it being noted that the GWG requested that the most current ward and census information be provided at the next meeting of the GWG;

h) the next meeting of the GWG BE SET for Monday, June 26, 2023 at 1:30 PM; and,

i) clauses 1.1, 1.2, 3.1 and 2.1 BE RECEIVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (12 to 1)**

#### 8.4 9th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 9th Report of the Planning and Environment Committee BE APPROVED, excluding Item 7 (clause 2.6), Item 10 (clause 3.1), Item 13 (clause 3.4), and Item 15 (clause 3.6).

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

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**



2. (2.1) 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 May 10, 2023, BE RECEIVED for information.

**Motion Passed**

3. (2.2) Building Division Monthly Report - March 2023  
Motion made by: S. Lehman  
That the Building Division Monthly report for March, 2023 BE RECEIVED for information. (A23-2023)

**Motion Passed**

4. (2.3) Post Development Environmental Impact Study Monitoring Update  
Motion made by: S. Lehman  
That the staff report dated May 23, 2023 entitled "Post-Development Environmental Impact Study Monitoring Update" BE RECEIVED for information. (E05-2023)

**Motion Passed**

5. (2.4) 5-year Review - Community Improvement Plans and Financial Incentive Programs - Background Analysis  
Motion made by: S. Lehman  
That the staff report dated May 23, 2023 entitled "5-Year Review - Community Improvement Plans and Financial Incentive Programs Background Analysis" BE RECEIVED for information. (D19-2023)

**Motion Passed**

6. (2.5) 5-Year Review - Community Improvement Plans and Financial Incentives Programs  
Motion made by: S. Lehman  
That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the evaluation of Community Improvement Plan and Financial Incentive Programs:
- a) the staff report dated May 23, 2023 entitled "5-Year Review - Community Improvement Plans and Financial Incentive Programs", summarizing community consultations and Civic Administration's comprehensive review of the City's existing Community Improvement Plans and associated Financial Incentive Programs BE RECEIVED for information; and,
  - b) the Civic Administration BE DIRECTED to circulate the draft recommendations appended to the staff report dated May 23, 2023 as Appendix "A" for public review until June 12, 2023. (D19-2023)

**Motion Passed**

8. (2.7) Closed School Site: Evaluation and Approach (1040 Hamilton Road, former Fairmont Public School)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the letter of interest from the Thames Valley District School Board for the surplus school site at 1040 Hamilton Road:

- a) the Civic Administration BE DIRECTED to express an interest in these lands for the purposes of providing the identified municipal needs of affordable housing and parkland; and,
- b) the report dated May 23, 2023 entitled "Closed School Site: Evaluation and Approach (1040 Hamilton Road, former Fairmont Public School) BE RECEIVED for information. (D04-2023)

**Motion Passed**

9. (2.8) Exemption from Part Lot Control By-law - 1005, 1021, 1051, 1065, 1213 and 1221 Meadowlark Ridge (P-9609) (Relates to Bill No. 168)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following action be taken with respect to the application by Rembrandt Meadowlilly Inc., to exempt the following lands from Part Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023, to exempt lands located at 1005, 1021, 1051, 1065, 1213 and 1221 Meadowlark Ridge, legally described as part of Blocks 1, 4 and 13 on Registered Plan 33M-603, and Parts 5, 6, 25, 26, 27, 28, 32 and 35 on Plan 33R-20017, from the Part Lot Control provisions of subsection 50(5) of the said Act for a period not to exceed two (2) years; and,
- b) the applicant BE ADVISED that the cost of registration of the above-noted by-law is to be borne by the applicant in accordance with City policy. (D04-2023)

**Motion Passed**

11. (3.2) 847-851 Wonderland Road South (Z-9597) (Relates to Bill No. 178)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by 1216571 Ontario Inc., relating to the property located at 847-851 Wonderland Road South, the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 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 Associated Shopping Area Commercial Special Provision (ASA1(7)) Zone TO an Associated Shopping Area Commercial Special Provision (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:

- T. Brydges, 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 Shopping Area Place Type;
- the recommended amendment would permit a new use that is appropriate within the surrounding context; and,
- the recommended amendment would provide access to medical/dental offices in a convenient and accessible location to meet the needs of neighbourhood residents. (D04-2023)

### **Motion Passed**

#### 12. (3.3) 135 Villagewalk Boulevard (SPA23-005) - Public Site Plan Meeting

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Uptown Commercial Centre c/o Carlos Ramirez, relating to the property located at 135 Villagewalk Boulevard:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Site Plan Approval to facilitate the construction of the commercial building; and,
- b) the Approval Authority BE ADVISED that the Council has no issues with respect to the Site Plan Application, and the Council supports the Site Plan Application;

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

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

- the Site Plan, as proposed, is consistent with the Provincial Policy Statement 2020, which directs development to designated growth areas and that development be adjacent to existing development;
- the proposed Site Plan generally conforms to the policies of the Shopping Area Place Type and all other applicable policies of The London Plan;
- the proposed Site Plan conforms to the regulations of the Z.-1 Zoning By-law; and,
- the proposed Site Plan meets the requirements of the Site Plan Control By-law. (D04-2023)

### **Motion Passed**

#### 14. (3.5) 327 Thompson Road (Z-9579) (Relates to Bill No. 180)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Emvy Group Inc., relating to the property located at 327 Thompson Road:

a) the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 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 Special Provision (R3-1(\*)) Zone and a Residential R3 Special Provision (R3-1(\*\*)) Zone; and,

b) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c. P.13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law;

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

- N Dyjack, Strik Baldinelli Moniz 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 in-force policies of The London Plan, including but not limited to the Key Directions and the Neighbourhoods Place Type; and,
- the recommended amendment facilitates the development of a vacant site within the Built-Area Boundary and Primary Transit Area with an appropriate form of infill development. (D04-2023)

### **Motion Passed**

16. (3.7) 1120-1126 Oxford Street East and 2 & 6 Clemens Street (Z-9560) (Relates to Bill No. 182)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2863382 Ontario Inc. c/o Royal Premier Developments, relating to the properties located at 1120-1126 Oxford Street East and 2 and 6 Clemens Street:

a) consistent with Policy 43\_1 of the Official Plan for the City of London, 2016, a portion of the subject lands, representing 2 and 6 Clemens Street, BE INTERPRETED to be located within the Urban Corridor Place Type; and,

b) the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 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/Office Conversion (R2-2/OC5) Zone and a Residential R1 (R1-6) Zone TO a Residential R9 Special Provision (R9-7(\_)\*H34) Zone;

it being noted that the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

- i) provide adequate outdoor amenity space, either at grade or through a combination of at grade amenity space and roof top terrace(s);
- ii) differentiate the main building entrance from ground floor units;
- iii) provide a functional layby on site in accordance with the Site Plan Control By-law;
- iv) consent to remove any boundary trees is required prior to final Site Plan Approval;
- v) execution of the lane closure and the provision of a public access easement/easement agreement should be coordinated to occur prior to final Site Plan Approval;
- vi) at the time of Site Plan Approval, the building design is to be similar to that which was considered at the time of the Zoning By-law Amendment application; and,
- vii) any future Site Plan application for the subject site BE CONSIDERED by the Urban Design Peer Review Panel;

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

- a project fact sheet from M. Davis, siv-ik planning / design;

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

- J. Smolarek, siv-ik planning / design;
- M. Toth;
- D. Van Boxmeer;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, City Building policies, and the Urban Corridor Place Type policies;
- the recommended amendment would permit development at a transitional scale and intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of an underutilized site within the Built-Area Boundary and Primary Transit Area with an appropriate form of development that is geared towards the intent, and growth, of the Urban Corridor Place Type. (D04-2023)

### **Motion Passed**

17. (3.8) 129-131 Base Line Road West (Z-9578) (Relates to Bill No. 183)

Motion made by: S. Lehman

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2796538 Ontario Inc. c/o RPH Developments, relating to the properties located at 129-131 Base Line Road West:

a) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 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 lands FROM a Residential R9 (R9-7\*H32) Zone TO a Holding Residential R9 Special Provision (h\*R9-7( )\*H51) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider the following issues for 129-131 Base Line Road West through the site plan review process:

- i) a Water Capacity Analysis shall be submitted with the first submission of site plan;
- ii) ensure a 3 metre planting area for trees between the property edge and the edge of the parking garage to provide full protection to any boundary trees and critical root zones; and,
- iii) additional landscaping and/or setbacks will be required to address the removal of the watercourse;

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

- a communication dated May 17, 2023 from H. Froussios, Zelinka Priamo Ltd.;

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.; and,
- C. McCullich;

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 to Zoning By-law Z.-1 conforms to the in-force policies of the Official Plan for the City of London, 2016, including, but not limited to the High Density Residential Overlay, the Neighbourhoods Place Type, City Building and Design, Our Tools, and all other applicable policies in the Official Plan for the City of London, 2016; and,
- the recommended amendment facilitates the development of a site within the Primary Transit Area and Built-Area Boundary with an appropriate form of new development. (D04-2023)

#### **Motion Passed**

7. (2.6) Heritage Alteration Permit - 27 Bruce Street - Wortley Village-Old South Conservation District (HAP23-015-L)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval for the replacement of the front porch on the heritage designated property at 27 Bruce Street, within the Wortley Village-Old South Heritage Conservation District, BE REFUSED;

it being noted that the porch alterations do not comply with the policies and guidelines of the Wortley Village-Old South Heritage Conservation District Plan. (R01-2023)

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

Nays: (7): S. Lewis, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Absent: (1): S. Stevenson

**Motion Failed (7 to 7)**

At 2:24 PM, His Worship Mayor J. Morgan, places Councillor S. Lewis in the Chair.

At 2:27 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Lewis

Seconded by: S. Hillier

That, notwithstanding the recommendation of the Director, Planning and Development, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval for the replacement of the front porch on the heritage designated property at 27 Bruce Street, within the Wortley Village-Old South Heritage Conservation District, BE APPROVED;

it being noted that the porch alterations do not comply with the policies and guidelines of the Wortley Village-Old South Heritage Conservation District Plan. (R01-2023)

Yeas: (9): H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Nays: (5): Mayor J. Morgan, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): S. Stevenson

**Motion Passed (9 to 5)**

10. (3.1) 340-390 Saskatoon Street (Z-9599 / O-9600) (Relates to Bill No. 177)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Four99 Inc., relating to the properties located at 340-390 Saskatoon Street:

a) the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at a future Council meeting, to amend the Official Plan for the City of London, 2016, by AMENDING policy 1070B for Specific Policies in the Neighbourhoods Place Type;

b) the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject properties FROM a Holding Residential R2/Restricted Office Special Provision (h-216\*R2-3/RO(6)) Zone TO a Holding

Residential R2/Restricted Office Special Provision (h-216\*R2-3/RO(\_)) Zone;

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

- H. Froussios, 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, Neighbourhoods Place Type, and Specific Policy Areas policies; and,
- the recommended amendment would broaden the scope of permitted uses in an existing building with existing light industrial and associated office uses. (D04-2023)

Motion made by: S. Lehman

Seconded by: C. Rahman

That Item 10, clause 3.1, BE AMENDED to read as follows:

"That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Four99 Inc., relating to the properties located at 340-390 Saskatoon Street:

- a) the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at a future Council meeting, to amend the Official Plan for the City of London, 2016, by AMENDING policy 1070B for Specific Policies in the Neighbourhoods Place Type;
- b) the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject properties FROM a Holding Residential R2/Restricted Office Special Provision (h-216\*R2-3/RO(6)) Zone TO a Holding Residential R2/Restricted Office Special Provision (h-216\*R2-3/RO(\_)) Zone;

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

- H. Froussios, 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, Neighbourhoods Place Type, and Specific Policy Areas policies; and,
- the recommended amendment would broaden the scope of permitted uses in an existing building with existing light industrial and associated office uses. (D04-2023)"



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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

Motion made by: S. Lehman

Seconded by: C. Rahman

That Item 10, clause 3.1 as amended, BE APPROVED.

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

13. (3.4) Additional Residential Unit Amendments as a Result of More Homes Built Faster Act, 2022 (Bill23) (OZ-9581) (Relates to Bill No.'s 166 and 179)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the Official Plan and Zoning By-law requirements for additional residential units:

- 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 June 6, 2023 TO AMEND the Official Plan (the Official Plan for the City of London, 2016) policies relating to additional residential units in accordance with new requirements in the Planning Act, which were changed through the More Homes Built Faster Act, 2022 (Bill 23);
- b) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023 TO AMEND the regulations of Zoning By-law No. Z.-1 relating to additional residential units, to conform with the recommended amendments to the Official Plan for the City of London, 2016;
- c) the Civic Administration BE DIRECTED to undertake a review of the current five-bedroom limit and report back at a future Planning and Environment Committee meeting; and,
- d) the Civic Administration BE DIRECTED to undertake a review of the current parking and driveway widths policies in additional residential units and report back at a future Planning and Environment Committee meeting;

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

- M. Wallace, Executive Director, London Development Institute;
- S. Levin, Orchard Park/ Sherwood Forest Ratepayers Association;
- A. Kaplansky;

- J. Zaifman, CEO, London Homebuilders Association;
  - S. Bentley, Interim President, Broughdale Community Association;
  - C. O'Brien, Drewlo Holdings and Ironstone Building Company;
- and,
- J. Liu;

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), including policy 1.4.3 that requires that the City to plan for an appropriate mix of housing types and densities and permit, where appropriate “all forms of residential intensification, including additional residential units.”;
- the recommended amendments will permit additional residential units in accordance with changes to the Planning Act made through the More Homes Act; and,
- the recommended amendments align with City initiatives to increase housing supply, including affordable housing. This includes The City of London Housing Pledge that was approved by Council in February, 2023. (D04-2023)

Motion made by: S. Lehman

Seconded by: P. Cuddy

That Item 13, clause 3.4, BE AMENDED to read as follows:

"That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the Official Plan and Zoning By-law requirements for additional residential units:

- a) the ~~attached~~, revised proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023 TO AMEND the Official Plan (the Official Plan for the City of London, 2016) policies relating to additional residential units in accordance with new requirements in the Planning Act, which were changed through the More Homes Built Faster Act, 2022 (Bill 23);
- b) the ~~attached~~, revised proposed by-law as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023 TO AMEND the regulations of Zoning By-law No. Z.-1 relating to additional residential units, to conform with the recommended amendments to the Official Plan for the City of London, 2016;
- c) the Civic Administration BE DIRECTED to undertake a review of the current five-bedroom limit and report back at a future Planning and Environment Committee meeting; and,
- d) the Civic Administration BE DIRECTED to undertake a review of the current parking and driveway widths policies in additional residential units and report back at a future Planning and Environment Committee meeting;

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

- M. Wallace, Executive Director, London Development Institute;
- S. Levin, Orchard Park/ Sherwood Forest Ratepayers Association;
- A. Kaplansky;
- J. Zaifman, CEO, London Homebuilders Association;
- S. Bentley, Interim President, Broughdale Community Association;

Association;

- C. O'Brien, Drewlo Holdings and Ironstone Building Company; and,
- J. Liu;

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), including policy 1.4.3 that requires that the City to plan for an appropriate mix of housing types and densities and permit, where appropriate "all forms of residential intensification, including additional residential units.";
- the recommended amendments will permit additional residential units in accordance with changes to the Planning Act made through the More Homes Act; and,
- the recommended amendments align with City initiatives to increase housing supply, including affordable housing. This includes The City of London Housing Pledge that was approved by Council in February, 2023. (D04-2023)"

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

Motion made by: S. Trosow

Seconded by: S. Lehman

That Item 13, clause 3.4, part c), BE REFERRED to a future Planning and Environment Committee for further discussion.

Yeas: (7): S. Lewis, P. Cuddy, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, and D. Ferreira

Nays: (7): Mayor J. Morgan, H. McAlister, J. Pribil, C. Rahman, S. Franke, E. Pelozza, and S. Hillier

Absent: (1): S. Stevenson

**Motion Failed (7 to 7)**

Motion made by: S. Trosow

Seconded by: S. Lewis

That Item 13, clause 3.4, part c), BE AMENDED to read as follows:

"c) the Civic Administration BE DIRECTED to undertake a review of the current five-bedroom limit, with the review to include consideration of the Residential Licensing By-law and the Business Licensing By-law as it pertains to Lodging Houses and report back at a future Planning and Environment Committee meeting; and,"

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (1): S. Stevenson

**Motion Passed (13 to 1)**

Motion made by: S. Lewis  
Seconded by: H. McAlister

That Item 13, clause 3.4, part c), as amended BE APPROVED.

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

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

That Item 13, clause 3.4, as amended, excluding part c), BE APPROVED.

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

That Item 13, clause 3.4, as amended reads as follows:

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the Official Plan and Zoning By-law requirements for additional residential units:

- a) the ~~attached~~, revised proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023 TO AMEND the Official Plan (the Official Plan for the City of London, 2016) policies relating to additional residential units in accordance with new requirements in the Planning Act, which were changed through the More Homes Built Faster Act, 2022 (Bill 23);
- b) the ~~attached~~, revised proposed by-law as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023 TO AMEND the regulations of Zoning By-law No. Z.-1 relating to additional residential units, to conform with the recommended amendments to the Official Plan for the City of London, 2016;
- c) the Civic Administration BE DIRECTED to undertake a review of the current five-bedroom limit, with the review to include consideration of the Residential Licensing By-law and the Business Licensing By-law as it pertains to Lodging Houses and report back at a future Planning and Environment Committee meeting; and,
- d) the Civic Administration BE DIRECTED to undertake a review of the current parking and driveway widths policies in additional residential units and report back at a future Planning and Environment Committee meeting;

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

- M. Wallace, Executive Director, London Development Institute;
- S. Levin, Orchard Park/ Sherwood Forest Ratepayers Association;

- A. Kaplansky;
  - J. Zaifman, CEO, London Homebuilders Association;
  - S. Bentley, Interim President, Broughdale Community Association;
  - C. O'Brien, Drewlo Holdings and Ironstone Building Company;
- and,
- J. Liu;

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), including policy 1.4.3 that requires that the City to plan for an appropriate mix of housing types and densities and permit, where appropriate “all forms of residential intensification, including additional residential units.”;
- the recommended amendments will permit additional residential units in accordance with changes to the Planning Act made through the More Homes Act; and,
- the recommended amendments align with City initiatives to increase housing supply, including affordable housing. This includes The City of London Housing Pledge that was approved by Council in February, 2023. (D04-2023)

15. (3.6) 644-646 Huron Street (OZ-9580) (Relates to Bill No.'s 167 and 181)

Motion made by: S. Lehman

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2614442 Ontario Inc., relating to the property located at 644-646 Huron Street:

- a) the proposed by-law appended to the Planning and Environment Committee Report to amend the Official Plan for the City of London, 2016 by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type and by ADDING the subject lands to Map 7 – Specific Policies Areas – of the Official Plan, BE APPROVED;
- b) the proposed by-law appended to the Planning and Environment Committee Report to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Holding Residential R9 Special Provision (h-5\*R9-3(14)\*H13) Zone, TO a Residential R8 Special Provision (R8-4(\_)) Zone, BE APPROVED;
- c) the Site Plan Control Approval Authority BE REQUESTED to consider the following design issues through the site plan control approval process:
  - i) the recommendations of the Noise Study be implemented;
  - ii) provide a centrally located and adequately sized outdoor amenity space;
  - iii) a building design that differentiates the ground floor through the use of pedestrian-scaled elements such as but not limited to, canopies and lighting, alternate window sizes/placement than the floors above;
  - iv) a building design that breaks up the perceived mass of the building through façade articulation (recesses and projections), appropriately scaled windows, the use of high quality materials, and appropriate roof forms and pitches;
  - v) differentiate the main building entrance from ground floor units;
  - vi) investigation by the applicant into whether the Reid Drain storm sewer crossing the property is still active. If active, the Site Plan Control Authority will work with the applicant to consider the

possibility of the sewer being re-routed around the building, or alternatively, connected to a storm sewer on the municipal road allowance of sufficient capacity, all to the satisfaction of the City Engineer;

vii) inclusion of a functional layby on site in accordance with the Site Plan Control By-law;

viii) consent to remove any boundary trees is required prior to final Site Plan Approval; and,

ix) consultation with the Municipal Housing Development division for the provision of two (2) or more affordable units be undertaken as part of the Site Plan process;

d) the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for affordable housing units in the above-noted proposed development;

it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options; and,

e) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c. P.13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the recommended by-law;

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

- a communication dated May 18, 2023, from H. Froussios, Zelinka Priamo Ltd.;

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.; and,
- Y. Lavie."

Motion made by: S. Lehman

Seconded by: A. Hopkins

That Item 15, clause 3.6, BE AMENDED to read as follows:

"That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2614442 Ontario Inc., relating to the property located at 644-646 Huron Street:

a) the proposed by-law appended to the Planning and Environment Committee Report to amend the Official Plan for the City of London, 2016 by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type and by ADDING the subject lands to Map 7 – Specific Policies Areas – of the Official Plan, BE APPROVED;

b) the attached, revised, proposed by-law to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Holding Residential R9 Special Provision (h-5\*R9-3(14)\*H13) Zone, TO a Residential R8 Special Provision (R8-4(\_)) Zone, BE APPROVED;

c) the Site Plan Control Approval Authority BE REQUESTED to consider the following design issues through the site plan control approval process:

- i) the recommendations of the Noise Study be implemented;
- ii) provide a centrally located and adequately sized outdoor amenity space;

- iii) a building design that differentiates the ground floor through the use of pedestrian-scaled elements such as but not limited to, canopies and lighting, alternate window sizes/placement than the floors above;
  - iv) a building design that breaks up the perceived mass of the building through façade articulation (recesses and projections), appropriately scaled windows, the use of high quality materials, and appropriate roof forms and pitches;
  - v) differentiate the main building entrance from ground floor units;
  - vi) investigation by the applicant into whether the Reid Drain storm sewer crossing the property is still active. If active, the Site Plan Control Authority will work with the applicant to consider the possibility of the sewer being re-routed around the building, or alternatively, connected to a storm sewer on the municipal road allowance of sufficient capacity, all to the satisfaction of the City Engineer;
  - vii) inclusion of a functional layby on site in accordance with the Site Plan Control By-law;
  - viii) consent to remove any boundary trees is required prior to final Site Plan Approval; and,
  - ix) consultation with the Municipal Housing Development division for the provision of two (2) or more affordable units be undertaken as part of the Site Plan process;
- d) the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for affordable housing units in the above-noted proposed development;

it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options; and,

- e) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c. P.13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the recommended by-law;

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

- a communication dated May 18, 2023, from H. Froussios, Zelinka Priamo Ltd.;

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.; and,
- Y. Lavie."

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

Motion made by: S. Lehman

Seconded by: P. Cuddy

That Item 15, clause 3.6, as amended BE APPROVED.

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

8.5 10th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 10th Report of the Corporate Services Committee BE APPROVED, with the exception of Item 7 (clause 2.5), Item 8 (clause 2.6), Item 9 (clause 4.1), Item 11 (clause 4.3), Item 12 (clause 4.4).

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

Absent: (1): S. Stevenson

**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) 2022 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2022 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring:

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

b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2022 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the *Development Charges Act*, 1997.

**Motion Passed**

3. (2.2) 2022 Parkland Reserve Fund Annual Financial Statement and Reporting of Former Section 37 Planning Act (Bonusing) Funds

Motion made by: S. Lewis



That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2022 Parkland Reserve Fund Annual Financial Statement and Reporting of Former Section 37 *Planning Act* (Bonusing) Funds:

- a) the above-noted report BE RECEIVED for information in accordance with section 42 (17) of the *Planning Act, 1990*;
- b) the 2022 reporting of former Section 37 bonusing funds held by the City of London BE RECEIVED for information; and,
- c) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2022 Parkland Reserve Fund annual financial statement and reporting of former Section 37 *Planning Act* (Bonusing) funds still held available to the public on the City of London website.

**Motion Passed**

4. (2.3) 2022-2026 Multi-Year Accessibility Plan

Motion made by: S. Lewis

That on the recommendation of the City Manager, the report dated May 23, 2023, entitled 2022-2026 Multi-Year Accessibility Plan, BE RECEIVED for information.

**Motion Passed**

5. (2.4) Property Tax Assessment by the Municipal Property Assessment Corporation (MPAC)

Motion made by: S. Lewis

That the communication dated March 8, 2023 from Mayor J. Morgan and the communication from P. Bethlenfalvy, Minister of Finance regarding Property Tax Assessment by the Municipality Property Assessment Corporation BE RECEIVED.

**Motion Passed**

6. (2.7) Closed Meeting Complaint - Ombudsman Report

Motion made by: S. Lewis

That the following actions be taken with respect to the communication dated May 12, 2023 from P. Dube, Ombudsman of Ontario regarding the January 23, 2023 closed meeting complaint:

- a) the above-noted communication BE RECEIVED; and,
- b) the actions taken by the Civic Administration in response to the matter, BE ENDORSED.

**Motion Passed**

10. (4.2) Application - Issuance of Proclamation - Azerbaijan Democratic Republican

Motion made by: S. Lewis

That based on the application dated April 28, 2023 from Network of Azerbaijani Canadians, June 7, 2023 BE PROCLAIMED Azerbaijan Democratic Republic.

**Motion Passed**

7. (2.5) Expropriation of Lands - East London Link Project Phase 3 (Relates to Bill No. 170)

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 East London Link 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 East London Link 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 Ontario Land Tribunal 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 May 23, 2023 as Schedule "B" BE INTRODUCED at the Council meeting on June 6, 2023 to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (1): S. Stevenson

**Motion Passed (13 to 1)**

8. (2.6) Expropriation of Lands - Wellington Gateway Project Phase 3 and 4 (Relates to Bill No. 171)

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, 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 Ontario Land Tribunal 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 May 23, 2023 as Schedule "B" BE INTRODUCED at the Council meeting on June 6, 2023, to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (1): S. Stevenson

**Motion Passed (13 to 1)**

9. (4.1) Budweiser Gardens Expansion and Renovation Proposal

Motion made by: S. Lewis

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

a) the Budweiser Gardens Expansion Proposal BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to prepare an amending agreement for the proposed expansion and bring forward a confirmed source of financing for Phase 1, funded through the Tourism Infrastructure Reserve Fund; it being noted that Phase 2 will be forwarded to the 2024-2027 Multi-Year Budget process;

c) the Civic Administration BE DIRECTED to confirm concurrence in writing, pending a future Corporate Services Committee report, for the contract extension with Ovations Food Services; and

d) the Civic Administration BE DIRECTED to bring forward a review of the financial case for the proposed expansion including, but not limited to, an overview of the City of London's return on investment (ROI) expected from the proposed phases of the expansion and a comparison with the ROI in the current agreement to a future meeting of the Corporate Services Committee;

it being noted that Corporate Services Committee heard a delegation from P. Luukko, Co-Chairman OVG360, B. Ohl, General Manager, Budweiser Gardens and C. Finn, Tourism London with respect to this matter; and

it being further noted that the amending agreement and source of financing will be brought forward to a future Corporate Services Committee meeting.

Motion made by: S. Franke

Seconded by: Mayor J. Morgan

That the recommendation BE AMENDED by adding a new part e), as follows:

"e) in support of our Climate Emergency Action Plan and net zero goal, Civic Administration BE DIRECTED to work with OVG360 to bring forward existing and contemplated plans for energy efficiency retrofits to Budweiser Gardens and offer support for any applications to financial grant program for the contemplated upgrades.

it being noted that sources of grant applications for energy retrofits could include: Federal/Provincial Grants and Grants from the FCM Green Municipal Fund."

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

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

At 3:20 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 3:25 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Lewis

Seconded by: P. Cuddy

That Item 9, clause 4.1 as amended, BE APPROVED.

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

That Item 9, clause 4.1 as amended reads as follows:

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

- a) the Budweiser Gardens Expansion Proposal BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to prepare an amending agreement for the proposed expansion and bring forward a confirmed source of financing for Phase 1, funded through the Tourism Infrastructure Reserve Fund; it being noted that Phase 2 will be forwarded to the 2024-2027 Multi-Year Budget process;
- c) the Civic Administration BE DIRECTED to confirm concurrence in writing, pending a future Corporate Services Committee report, for the contract extension with Ovations Food Services;
- d) the Civic Administration BE DIRECTED to bring forward a review of the financial case for the proposed expansion including, but not limited to, an overview of the City of London's return on investment (ROI) expected from the proposed phases of the expansion and a comparison with the ROI in the current agreement to a future meeting of the Corporate Services Committee; and

e) in support of our Climate Emergency Action Plan and net zero goal, Civic Administration BE DIRECTED to work with OVG360 to bring forward existing and contemplated plans for energy efficiency retrofits to Budweiser Gardens and offer support for any applications to financial grant program for the contemplated upgrades.

it being noted that sources of grant applications for energy retrofits could include: Federal/Provincial Grants and Grants from the FCM Green Municipal Fund.

it being further noted that Corporate Services Committee heard a delegation from P. Luukko, Co-Chairman OVG360, B. Ohi, General Manager, Budweiser Gardens and C. Finn, Tourism London with respect to this matter; and

it being further noted that the amending agreement and source of financing will be brought forward to a future Corporate Services Committee meeting.

Motion made by: A. Hopkins

Seconded by: S. Franke

That Council recess at this time.

**Motion Passed**

The Council recesses at 3:38 PM and reconvenes at 3:48 PM.

11. (4.3) Application - Issuance of Proclamation - Action Anxiety Day

Motion made by: S. Lewis

That based on the application dated April 7, 2023 from Anxiety Canada, BE REFERRED back to the Civic Administration for further information regarding the organization's connection to London.

Nays: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): S. Stevenson, and E. Pelosa

**Motion Failed (0 to 13)**

Motion made by: S. Lewis

Seconded by: A. Hopkins

That the application dated April 7, 2023 from Anxiety Canada with respect to Action Anxiety Day BE RECEIVED.

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

Absent: (2): S. Stevenson, and E. Pelosa

**Motion Passed (13 to 0)**

12. (4.4) Application - Issuance of Proclamation - World Sickle Cell Day 2023

Motion made by: S. Lewis

That based on the application dated May 10, 2023 from Sickle Cell Awareness Group of Ontario, BE REFERRED back to the Civic Administration for further information regarding the organization's connection to London.

Yeas: (2): S. Lehman, and A. Hopkins

Nays: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Failed (2 to 11)**

Motion made by: S. Lewis

Seconded by: D. Ferreira

That the application dated May 10, 2023 from Sickle Cell Awareness Group of Ontario with respect to World Sickle Cell Day 2023 BE RECEIVED.

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

#### 8.6 11th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 11th Report of the Corporate Services Committee BE APPROVED.

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

### 9. Added Reports

#### 9.1 9th Report of Council in Closed Session

Motion made by: D. Ferreira

##### 1. Lease Agreement – Upper Thames River Conservation Authority Fanshawe Golf Course

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of Deputy City Manager, Neighbourhood and Community-Wide Service, on the advice of the Director, Realty Services, with respect to the Lease Agreement for the lease of Ground Space at the Fanshawe Golf Course, the Lease Agreement between the City and the Upper Thames River Conservation Authority (the "Landlord") attached as Appendix "A", for the lease of the Fanshawe Golf Course lands, for a term of 10 years, at an annual rent of \$40,500.00 prior to taxes payable, which is comprised of Part 1, Reference Plan 33R-14008, containing an area of approximately 7.07 acres (2.86 hectares) is attached as Appendix "B", and Part 4, Reference Plan 33R-14008, containing an

area of approximately 65.98 acres (26.70 hectares) BE APPROVED; it being noted that the rent payable is retroactive to June 1, 2022.

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

**10. Deferred Matters**

None.

**11. Enquiries**

Councillor P. Van Meerbergen enquiries with respect to the Bell Fibre Internet installation project and restoration of boulevards. Deputy City Manager, Environment and Infrastructure provides information to the Council with respect to the matter.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: A. Hopkins

Seconded by: S. Trosow

That Introduction and First Reading of Bill No.'s 164 to Bill No. 183, including revised Bill No.'s 166, 177, 181 and Added Bill No. 184, BE APPROVED, excluding Bill No.'s 170 and 171.

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

Motion made by: D. Ferreira

Seconded by: C. Rahman

That Second Reading of Bill No.'s 164 to Bill No. 183, including revised Bill No.'s 166, 177, 181 and Added Bill No. 184, BE APPROVED, excluding Bill No.'s 170 and 171.

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

Motion made by: D. Ferreira  
Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No.'s 164 to Bill No. 183, including revised Bill No.'s 166, 177, 181 and Added Bill No. 184, BE APPROVED, excluding Bill No.'s 170 and 171.

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

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (13 to 0)**

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

That Introduction and First Reading of Bill No.'s 170 and 171 BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (12 to 1)**

Motion made by: D. Ferreira  
Seconded by: S. Hillier

That Second Reading of Bill No.'s 170 and 171 BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (12 to 1)**

Motion made by: H. McAlister  
Seconded by: S. Lehman

That Third Reading and Enactment of Bill No.'s 170 and 171 BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): S. Stevenson, and E. Pelozza

**Motion Passed (12 to 1)**

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



Bill No. 164	By-law No. A.-8369-118 - A by-law to confirm the proceedings of the Council Meeting held on the 6th day of June, 2023. (City Clerk)
Bill No. 165	By-law No. A.-8370-119 - A by-law to delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or designate to negotiate, approve, enter into, and execute Automatic Aid Agreements, Mutual Aid Agreements and other Fire Protection Agreements (2.2b/9/CPSC)
Bill No. 166	By-law No. C.P.-1512(cc)-120 - A by-law to amend the Official Plan for the City of London, 2016 relating to implementing of More Homes Built Faster Act, 2022 Additional Residential Unit Policies City-wide. (3.4a/9/PEC)
Bill No. 167	By-law No. C.P.-1512(cd)-121 - A by-law to amend The Official Plan for the City of London, 2016 relating to 644-646 Huron Street. (3.6a/9/PEC)
Bill No. 168	By-law No. C.P.-1581-122 - A by-law to exempt from Part Lot Control lands located at 1005, 1021, 1051, 1065, 1213 and 1221 Meadowlark Ridge; legally described as part of Blocks 1, 4 and 13 on Registered Plan 33M-603, and Parts 5, 6, 25, 26, 27, 28, 32 and 35 on Plan 33R-20017, in the City of London, County of Middlesex. (2.8/9/PEC)
Bill No. 169	By-law No. F.-169-123 - A by-law to regulate the London Fire Department and repeal By-law No. F-6. (2.2a/9/CPSC)
Bill No. 170	By-law No. L.S.P.-3508-124 - A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for the Rapid Transit East London Link Project. (2.5/10/CSC)
Bill No. 171	By-law No. L.S.P.-3509-125 - 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. (2.6/10/CSC)
Bill No. 172	By-law No. PS-114-23009 - A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.3/9/CWC)
Bill No. 173	By-law No. PS-114-23010 - A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.4c/9/CWC)
Bill No. 174	By-law No. S.-6231-126 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Base Line Road East, east of Wellington Road; and as widening to Wellington Road, north of Base Line Road East) (Chief Surveyor – for road dedication purposes pursuant to SPA19-061)
Bill No. 175	By-law No. S.-6232-127 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Kennington Way; as part of Middleton Avenue; and as part of Knott Drive) (Chief Surveyor – registration of 33M-802 requires 0.3, reserved on abutting plans 33M-769 and 33M-785 to be dedicated as public highway for unobstructed legal access throughout the subdivision)

Bill No. 176	By-law No. W.-5694-128 - A by-law to authorize the North Lambeth Tributary 12 Complete Corridor (Project No. ES3023) (2.3/8/CWC)
Bill No. 177	By-law No. Z.-1-233109 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 340-390 Saskatoon Street. (3.1b/9/PEC)
Bill No. 178	By-law No. Z.-1-233110 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 847-851 Wonderland Road South. (3.2/9/PEC)
Bill No. 179	By-law No. Z.-1-233111 - A by-law to amend By-law No. Z.-1 to revise additional residential unit regulations and replace some regulations with new regulations for additional residential units. (3.4b/9/PEC)
Bill No. 180	By-law No. Z.-1-233112 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 327 Thompson Road. (3.5/9/PEC)
Bill No. 181	By-law No. Z.-1-233113 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 644-646 Huron Street. (3.6b/9/PEC)
Bill No. 182	By-law No. Z.-1-233114 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1120-1126 Oxford Street East and 2 & 6 Clemens Street. (3.7b/9/PEC)
Bill No. 183	By-law No. Z.-1-233115 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 129-131 Base Line Road West. (3.8a/9/PEC)
Bill No. 184	By-law No. A.-8371-129 - A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and Upper Thames River Conservation Authority for the lease agreement of the Fanshawe Golf Course lands being comprised of Part 1, Reference Plan 33R-14008, containing an area of approximately 7.07 acres (2.86 hectares) and Part 4, Reference Plan 33R-14008, containing an area of approximately 65.98 acres (26.70 hectares), in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/10/CSC)

#### 14. Adjournment

Motion made by: S. Trosow

Seconded by: H. McAlister

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 4:09 PM.

---

Josh Morgan, Mayor

---

Michael Schulthess, City Clerk

# Appendix A – Lease Agreement

1 | Page

---

THIS INDENTURE made this    day of                   ,2023

IN PURSUANCE OF THE SHORT FORMS OF *LEASES ACT*.

**BETWEEN:**

**UPPER THAMES RIVER CONSERVATION AUTHORITY**  
(hereinafter referred to as the "Authority")

OF THE FIRST PART

-and-

**THE CORPORATION OF THE CITY OF LONDON,**  
(hereinafter referred to as the "Tenant")

OF THE SECOND PART

**WITNESSETH THAT:**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, and the golf facilities and other improvements and the surrender of the same in good condition to the Authority at the termination of this lease and the other consideration given by the Tenant herein, the Authority demises and leases to the Tenant in an "as is" condition, the lands and premises described or outlined in red on the attached Schedule "A" which lands and premises are hereinafter sometimes referred to as the "Premises" or the "Demised Premises", and which Premises the Tenant acknowledges having inspected. To have and to hold the Premises unto the Tenant, subject to the conditions and covenants herein contained, for the term of years hereinafter specified.

## **ARTICLE I** **Term of Lease**

1.1 The term of this Lease shall be for ten (10) years commencing on the 1st day of June, 2022 (the "Commencement Date") and continuing until the 31st day of May, 2032 (the "Term").

1.2 Provided that the Tenant is not in default of any provision under this Lease, the Tenant shall have the right to request an extension of the Term for two (2) further terms of ten (10) years each, provided that such extension shall be in writing and delivered to the Authority at least three (3) months prior to the commencement of the extension being requested.

1.3 The Tenant hereto further covenants and agrees all terms, obligations, requirements and duties of the Tenant as provided herein shall be considered covenants of the Tenant.

## **ARTICLE II** **Purpose and Improvements**

2.1 The Tenant shall provide for the operation and maintenance of a public, pay as you play, golf facility and shall not offer any rights in the golf facility that would limit the right of the public to play on a first come, first serve basis, subject only to the capacity of the facilities, and the Premises shall be used only for such purposes unless consent to some other use is first obtained from the Authority in writing (within Twenty (20) business days of being notified in writing by the Tenant), which shall not be unreasonably withheld.

2.2 The Tenant shall not discriminate against any employee or applicant for employment or any member of the public on the basis of race, sex, religion or ethnic origin or contrary to any law, statute, regulation or code.

---

**ARTICLE III**  
**Approvals**

3.1 Wherever in this Lease provision is made for "approval or "review and approval", such "approval" or "review and approval" shall be made by the General Manager of the Authority or such other official designated by the Authority from time to time who is hereby designated as the representative of the Authority to whom all submissions requiring prior approval shall be made before construction or other action is initiated, who shall provide his approval or his reasons for refusing to approve as soon as reasonably possible.

**ARTICLE IV**  
**Alterations**

4.1 There shall be no alterations, improvements, additions or changes that are structural in nature (hereinafter referred to as the "Changes") at any time to the Premises or to any buildings, structures or improvements thereon without the Authority's prior written approval, which approval shall not be unreasonably withheld. Before requesting the approval of the Authority, the Tenant shall submit to the Authority detailed plans and specifications of such proposed Changes. Without prejudice to the right of the Authority to approve as hereinbefore provided, any Changes shall meet the requirements of the Municipal, Provincial and Federal Governments or other authorities having jurisdiction therein and the insurance underwriters of the parties. It shall be the responsibility of the Tenant to secure and pay for all permits, fees and licenses as required and the Authority will co-operate in any applications required.

The Authority shall deal with proposals submitted to it for approval under this Section within twenty-one (20) business days following receipt by it of the plans and specifications. The Authority may, in its response, suggest modifications which, if incorporated into the proposal, would enable it to withdraw its objections. Alterations, improvements, additions or changes to the Premises or any buildings, structures or improvements thereon that are non-structural in nature and/or do not require a municipal building permit and/or Conservation Authority regulatory approval and/or clearance, shall not require the consent of the Authority as a landowner.

**ARTICLE V**  
**Rent**

5.1 The Tenant shall pay rent to the Authority without any deduction or defalcation whatsoever at the address of the Authority shown in Article XVII as follows:

(a) From the Commencement Date to and including the final year of the Term, the Basic Rent of \$40,500.00 plus Harmonized Sales Tax (H.S.T) to be payable in advance and annually on the first day of January in each of years one to ten (both inclusive) of the Term;

(b) For each extension beyond the initial Term as provided for in this agreement and if such extension is exercised by the Tenant, the Basic Rent together with such increased rent as the parties shall agree upon. In the event that the parties are unable to agree on the increased rent payable, such increased rent shall be determined in accordance with Article XVI.

In all events, the Basic Rent shall not be less than the previous Basic Rent charged in years one to ten, both inclusive, of the Term, as set forth in Article 5.1 (a)above.

The Authority and the Tenant acknowledge and agree that the intention of the parties is that this Lease is to be a completely carefree, net/net/net Lease for the Authority and the Authority shall not be responsible during the Term for any costs, charges, expenses or outlays of any nature whatsoever in respect of the Demised Premises.

**Additional Rent**

5.2 In addition to the foregoing, the Tenant covenants to pay as additional rent: From the time of execution of this Lease to the end of the term of the Lease and any renewals and within the times provided for by the taxing authorities:

(i) to the Authority or the taxing authorities as the Authority may direct and discharge all taxes, including local improvement rates, impost charges or levies, rates, duties and assessments, whether general or special, that may be levied, rated, charged or assessed

---

against the Demised Premises or any part thereof from time to time on the basis of a separate assessment and separate tax by the taxing authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Authority which are imposed in lieu of, or in substitution for any such real property taxes. The Tenant agrees to provide the Authority within ten (10) days after demand therefore by the Authority, with a copy of any separate tax bills, separate tax notices of assessments for the Demised Premises. The Tenant will, upon request, promptly deliver to the Authority receipts for payments of all such taxes paid to any such taxing authorities, aforesaid, and will furnish such other information in connection therewith as the Authority may reasonably require. In the event that there shall not be a separate assessment and separate tax bill for real property taxes made against the Demised Premises, the Tenant shall pay, within thirty (30) days after demand therefore by the Authority, as additional rent, a share as allocated to the Demised Premises by the Authority, of all such real property taxes (including local improvement rates, impost charges or levies, rates, duties and assessments) whether general or special, which may be levied, rated, charged or assessed by any lawful authority against the lands and buildings upon which it is situate. Any realty tax assessment for the Demised Premises may be appealed by the Tenant providing that all such taxes are paid by the Tenant as and when same fall due or the Tenant has posted suitable security satisfactory to the Authority;

(ii) in every year of the term to pay when due all taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in the Demised Premises and every tax and license fee in respect of any and every business carried on thereon or therein or in respect of the use or occupancy thereof by the Tenant and any and every subtenant, licensee or concessionaire.

5.3 Whenever any amount by the terms of this Lease is payable by the Tenant to the Authority as additional rent or otherwise, such amount shall be recoverable by the Authority in the same manner as if such amount were rent in arrears under this Lease, and if such amount is payable to any person, firm or corporation other than the Authority, the Authority shall have the right to pay any such sum and to recover it as if it were rent in arrears under this Lease.

### **ARTICLE VI** **Possession and Maintenance**

6.1 The Tenant shall have possession of, and responsibility for maintenance and security of the Demised Premises, including all improvements constructed thereon during the term thereof and from the date of execution shall be permitted to enter the Premises and carry out all work stipulated hereunder. The Authority shall have the right to inspect the Premises at any time during daylight hours and to impose reasonable regulations to ensure proper care, maintenance and upkeep of the Premises. The Premises, including the courses, greens, fairways, tees and building shall be kept in good repair and maintained to a standard consistent with similar golf courses operating in London, Ontario, Canada and to the standards which the Tenant uses in operating its other golf courses located in London, Ontario and in accordance with the terms of this Lease.

6.2 The Tenant shall repair, at its own expense, any damage caused by the Tenant or any person for whom it is responsible, to the Premises as a result of equipment or in connection with any subsequent servicing or work performed, or as a result of the use by the Tenant or those for whom it is responsible of the Premises in connection therewith during the term or any renewal thereof. The Authority may enter and view the state of repair and the Tenant will repair according to notice in writing and the Tenant shall at the expiration or sooner termination of the term, peaceably surrender up the Demised Premises to the Authority in good repair.

6.3 In the event of a default of the terms and conditions of the within Agreement, the Authority shall give written notice to the Tenant of such default and the Tenant shall be allowed such time as is reasonable, having regard to the circumstances, in which to remedy the default. In the event that the Tenant does not remedy the default pursuant to the written notice, the Authority shall have the right to engage any person, firm or corporation to maintain and effect repairs to the Demised Premises, notwithstanding that the same is the responsibility of the Tenant. To the extent such maintenance and repairs are the responsibility of the Tenant, the Authority shall be entitled to bill the Tenant as additional rent within thirty (30) days after demand therefor by the Authority. Provided that in the event that the Authority engages any person, firm or corporation associated or affiliated with the Authority, the charge to be billed to the Tenant shall not exceed the reasonable cost to the Authority plus a service charge of ten percent (10%) thereof. Except where risk of damage to the building or risk of prejudice to insurance coverage does not make

---

such notice feasible, the Authority shall not exercise its rights under this paragraph without first giving the Tenant fifteen (15) days' written notice to cure the default itself, having regard to the circumstances, or such longer period as may be mutually agreed upon.

6.4 The Tenant shall keep the Demised Premises at all times in a clean and wholesome condition and free from all rubbish.

6.5 The Authority shall have the right, to the extent same does not unreasonably interfere with the Tenant's use and enjoyment of the Premises, to obtain for itself or grant to others minor easements and rights of way for utilities. In addition, the Tenant acknowledges and agrees:

(i) the Authority shall retain a right-of-way for its servants, agents and workmen to cross with machinery and materials to the Demised Premises, save and except that any injury or damage caused to any building, improvement, tee, green, fairway, fixtures or chattels on the Demised Premises as a result of the use of this right-of-way shall be promptly repaired by and at the cost of the Authority;

(ii) the Authority shall not be responsible for the repair of or for damage caused as a result of flooding or erosion, whether as a result of negligence of the Authority or otherwise;

(iii) the Tenant shall not interfere with any watercourse adjoining or on the Premises in any way without the prior written approval of the Authority. The Tenant shall be responsible for rebuilding river embankments or shorelines damaged by flooding if caused by the Tenant or if such damage as caused by the Tenant interferes with the golf course operations;

(iv) the Tenant agrees that the Authority shall have the right to use the Premises or part of the Premises for flood control measures and needs should the necessity arise. The Tenant agrees that the Authority shall not be liable or responsible for any damage to the Premises which may be caused by or arise from the use of the Premises for flood control purposes.

### **ARTICLE VII** **Operation**

7.1 The Tenant shall operate on the Premises the golf facilities as hereinbefore described in a good and proper manner to a standard consistent with similar golf courses operating in London, Ontario, Canada, and to the standards which the Tenant uses in operating its other golf courses located in London, Ontario and in accordance with the terms of this Lease.

7.2 In its operation on the Premises, the Tenant shall observe all applicable federal, provincial and municipal laws and shall take such actions as may be necessary for the protection of health, safety, and well-being of the public.

7.3 The Tenant shall at its expense meet with requirements of federal, provincial and municipal authorities covering the handling and dispensing of food and beverages. Adequate toilet facilities for golfers and other patrons and invitees of the Tenant shall be provided at locations on the golf course and at the clubhouse. Refuse and waste materials shall be handled as required by applicable laws, ordinances and regulations.

7.4 The Tenant agrees to pay all public utility bills for electricity, gas, water, and any and all other utilities used or consumed, including domestic water obtained from or through the Authority, on the Premises and to procure at its expense all meters and permits necessary for making connections and continuing utility services and to pay for the cost of installation, maintenance and hook up of all utilities. The cost of installing and operating an irrigation system shall be the responsibility of the Tenant; and the system shall include a supplementary water irrigation source, apart from the Fanshawe Reservoir, it being understood that water may not always be available from the Fanshawe Reservoir, the availability to be determined by the Authority.

7.5 The Tenant agrees that usage of the Premises other than provided in Section 7.1 herein will be prohibited unless otherwise agreed to in writing with temporary consent to other uses shall not be unreasonably withheld; provided, that damage to the Premises resulting from any usage hereafter permitted by the Authority shall be repaired at the expense of the Tenant.

7.6 During those days the Premises are not open for golfing or required for maintenance and repair, the Authority, at no cost to it, may use the Premises, other than any buildings, tee areas

---

and greens, for Authority programmed winter activities such as cross-country skiing and snowshoeing but shall not use the Premises for any activities involving motorized vehicles of any type other than as required by the Authority for performing its operations and maintenance requirements as permitted under this Lease. The Authority acknowledges and agrees that any damage caused to the Premises as a result of the use of Authority motorized vehicles will be the sole cost and responsibility of the Authority to repair and or replace.

Notwithstanding the above, the Authority agrees to provide the Tenant written notice of the Authority programmed winter activities Ninety (90) days in advance of commencement (the "Winter Activity Notice"). It is mutually agreed that at no time during the Lease shall the Authority programmed winter activities interfere with the uses by the Tenant as described in Provision 2.1 above.

In addition, any and all nature trails or designated walking areas shall be available for the use of the Authority and the general public at all times.

### **ARTICLE VIII** **Insurance**

8.1 The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- a. Third Party Liability insurance in a form satisfactory to the Authority including contractual liability, non-owned automobile liability, employer's liability, and owners' and contractors' protective insurance coverage, severability of interests and cross liability clauses; such policy will cover all use and occupation of the Lands by the Licensee and include the Authority as additional insured, as their interests may appear with respect to the Tenant's obligations under this Lease and in an amount not less than Five Million Dollars (\$5,000,000.);
  - b. Standard all risk property insurance covering real and personal property of the Tenant, including leasehold improvements, in an amount not less than the full replacement cost value; such policy shall include a waiver of subrogation in favour of the Authority;
  - c. Standard all risk tenants legal liability insurance covering the buildings and personal property of the Tenant in an amount not less than the full replacement cost value and such other extensions as may be required by the Authority from time to time; such policy shall include a waiver of subrogation in favour of the Authority
  - d. Broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to any boilers and machinery in the Leased Premises or relating to or serving the Leased Premises, and such insurance shall add the Authority as an additional insured;
  - e. loss of rental income insurance in an amount sufficient to replace Basic Rent and Additional Rent under this Lease for a period of not less than twelve (12) months; and
  - f. Any other form of insurance with whatever limits the Tenant, the Authority, acting as a prudent owner, or any Mortgagee reasonably requires from time to time, in such form and amounts and for risks against which a prudent tenant under similar circumstances would insure
  - g. The Tenant shall not do, omit to do, or permit to be done or omitted to be done in or on the Lands anything that may void coverage under or increase the premiums on the property insurance policies carried by the Tenant or Authority on the Lands;
  - h. The insurance described in (a) and (b) above will not be cancelled or permitted to lapse unless the insurer notifies the Authority in writing at least thirty (30) days prior to the date of the cancellation or expiry. The Tenant will provide that evidence of such insurance shall be delivered to the Authority promptly at inception of this Agreement and thereafter prior to the insurance renewal date.
-

- i. The Tenant shall furnish to the Authority, certificates of all such policies. The Tenant agrees that if the Tenant fails to take out or to keep in force such insurance or to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Authority shall have the right to take out such insurance and to pay the premium thereof. The Tenant agrees that if the Tenant fails to take out or to keep in force such insurance or to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Authority shall have the right to take out such insurance and to pay the premium thereof and, in such event, the Tenant shall pay to the Authority the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following the said payment by the Landlord.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

- j. The Authority reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as the Authority may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement;
- k. The Tenant shall not assign this lease without written consent from the Authority, which consent may be arbitrarily withheld;
- l. To comply with all federal, provincial and municipal laws, rules, regulations and by-laws.

**ARTICLE IX**  
**Subletting and Assigning**

9.1 The Authority shall be informed by the Tenant as to the name and address of the administrator or general manager of the golfing facility and all staff, the general partner and the Tenant. No subletting, assigning or transfer of this Lease will be permitted without the consent of the Authority which may be arbitrarily withheld.

**ARTICLE X**  
**Leasehold Security**

10.1 It is understood that in borrowing funds the Tenant cannot place a mortgage on the Premises or the fixed improvements placed thereon.

**ARTICLE XI**  
**Indemnity**

11.1 The Tenant will indemnify and save harmless the Authority of and from any and all manner of claims, damages, loss, costs or charges whatsoever occasioned to or suffered by or imposed upon the Authority or its property or the Premises, either directly or indirectly, or for which the Authority may suffer, incur or become liable for by reason of or arising out of, any breach, violation or non-performance by the Tenant of any covenant or proviso hereof or by reason of or arising out of any injury or death occasioned to or suffered by any person or persons or damage or destruction of any property through any act, neglect or default by the Tenant or of any of its agents or employees or any other person or persons in, on or about the Demised Premises or howsoever caused, including any hidden or buried materials or in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same. Such right to indemnity in respect of any breach, violation or non-performance, damage or destruction to property, injury or death occurring during the term of this Lease, shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.

11.2 The Authority shall not in any event be liable for any personal injury or death that be suffered or sustained by any person or persons, or, for the loss of or damage or destruction to any property, including cars and contents thereof, belonging to the Tenant or any employee, servant, agent sublessee or invitee of the Tenant under the Demised Premises, except for any injury, death or damage caused by any act or any servant, agent or employee of the Authority

---



while such person was on the Demised Premises in the course of their employment or duties on behalf of the Authority.

11.3 Notwithstanding 11.1 and 11.2, the Authority shall indemnify the Tenant from any claims, damages, loss, costs or charges whatsoever occasioned to or suffered by or imposed upon the Tenant, either directly or indirectly, as a result of the Authority's use of the Premises for approved Authority programed winter activities, save and except any claims, damages, loss, costs or charges arising out of any breach, violation or non-performance by the Tenant of any covenant or proviso hereof or the negligence of the Tenant or of any of its agents or employees.

## **ARTICLE XII** **Authority Covenants**

12.1 The Authority hereby covenants with the Tenant for quiet enjoyment subject to the provisions hereof.

## **ARTICLE XIII** **Authority Remedies**

13.1 Notwithstanding the provisions in any present or future statute taking away or limiting the Authority's right of distress, none of the goods and chattels of the Tenant on the Demised Premises at any time during the term of this Lease shall be exempt from levy by distress for rent, including additional rent, in arrears.

13.2 If the term or any of the goods or chattels of the Tenant shall be at anytime seized or taken in execution or in attachment by any creditor of the Tenant or if a Writ of Execution shall be issued against the goods and chattels of the Tenant and remain unsatisfied for thirty (30) days, or such time as is reasonable having regard to the circumstances, or if the Tenant shall execute any chattel mortgage or bill of sale of any of its goods or chattels, other than a bill of sale of any of its good in the ordinary course of the Tenant's business, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale or shall be adjudged bankrupt or insolvent by any court of competent jurisdiction under any legislation then in force, or shall take the benefit of any Act for bankrupt or insolvent debtors or shall attempt to abandon the Demised Premises, or to sell or dispose of its goods and chattels so that there would not remain after such sale or dispose a sufficient distress on the Demised Premises for the then accruing rent, then the current month's rent, together with the rent for the three(3) months next ensuing as estimated based on the immediately preceding month's rent and all additional rent for the said three (3) months next ensuing and the taxes payable hereunder by the Tenant for the then current year, including local improvement rates (to be calculated on the rate for the next preceding year in case the rate should not have been fixed for the current year) shall immediately become due and payable and the term shall, at the option of the Authority, forthwith be determined and in each of the above cases, such accelerated rent, additional rent and taxes shall be recoverable by the Authority as if they were rent in arrears, and the Authority may re-enter and take possession of the Demised Premises as if the Tenant or any occupant of the Demised Premises was holding over after the expiration of the term without right.

13.3 Proviso for re-entry by the Authority on non-payment of rent or nonperformance of the covenants; provided however, that if the Tenant shall fail to comply with any of its covenants hereunder, or shall be in breach of any of the terms hereof, except as to the preceding paragraph hereof and except as to its covenants to pay rent and/or additional rent and except as to assignment or subletting of the Demised Premises, the Authority shall give to the Tenant notice in writing stating the default or breach with reasonable particulars requiring it to be remedied, and if such default or breach is not remedied by the Tenant within ten (10) days after receipt of such notice, the Authority at its option, may either enter the Demised Premises or any part thereof in the name of the whole and repossess them and/or take such steps as may be necessary to remedy and correct such default and recover its costs and expenses incurred in so doing from the Tenant as additional rent. The Tenant agrees that on the Authority becoming entitled to re-enter the Demised Premises under any of the provisions of this Lease, the Authority, in addition to all other rights, shall have the right to enter the Demised Premises as the agent of the Tenant either by force or otherwise, without being liable for any prosecution therefore, and to re-let the Demised Premises as the agent of the Tenant, to take possession of any furniture or other property on the Demised Premises and to sell the same at public or private sale without notice, and to apply the proceeds of such sale and any rent derived from re-letting the Demised Premises on account of the rent under this Lease, and the Tenant shall be liable to the Authority for the deficiency, if any. The rights of the Authority hereunder shall be cumulative and not alternative.

13.4 Should the Tenant remain in occupation of the Demised Premises after the determination of the term with the consent of the Authority and without other special agreement it shall be as a

---

monthly tenant only at a monthly rental in an amount equal to the monthly rental previously paid by the Tenant under the terms hereof during the month immediately preceding the expiration or termination of this Lease, and subject in other respects to the terms of this Lease. Provided that the Authority shall be entitled to give the Tenant ninety (90) days notice to quit at any time and the Tenant shall vacate the Demised Premises on or before ninety (90) days of receipt of such notice by the Authority.

13.5 Provided that if the Tenant goes into possession of the Demised Premises prior to the date of execution of this Lease, such earlier possession shall be subject in all respects to the terms of this Lease and rental and all other matters of adjustment referred to in this paragraph shall be pro-rated, adjusted, apportioned and allowed for from the date of such possession rather than from the date of execution of this Lease.

13.6 If the Tenant fails to pay when due any taxes, rates, insurance premiums or any other charges which it has herein covenanted to pay, the Authority may at its option pay any such taxes, rates, premiums and charges and may charge the sums so paid to the Tenant who shall pay them forthwith on demand; all arrears of amounts required to be paid by the Tenant hereunder shall bear interest at the prime rate of interest plus three percent (3%) per annum from the time such amounts become due until paid to the Authority or as it directs. The definition "Rate of Prime" or "Prime Rate" means the prime lending rate of interest expressed at a rate per annum (computed on a year of 365 or 366 days as the case may be, and the actual number of days elapsed) which the Toronto-Dominion Bank, Head Office Branch in London, Ontario establishes from time to time as the reference rate of interest in order to determine interest rates it will charge for loans made in Canadian lawful money of Canada as the same is in effect from time to time and declaration of such Rate of Prime or Prime Rate by the said Toronto-Dominion Bank shall be final and conclusive.

13.7 The Authority, its servant, agents and employees, shall be permitted to enter upon the Demised Premises for the purposes of inspecting the condition thereof and for the purpose of making any improvements, installations or repairs which the Authority may require or be obligated to perform or to show the Premises for the purpose of sale or leasing. Such entry shall, except in cases of emergency, be restricted to the normal business hours of the Tenant.

### **ARTICLE XIV** **Waiver of Default**

14.1 Any waiver by the Authority of any default or breach of this Lease shall not be construed to be continuing waiver of such default or breach nor as a waiver of permission, express or implied, of any other or subsequent default or breach.

### **ARTICLE XV** **Force Majeure**

15.1 If by reason of strike, lockout, war, rebellion, material or labour shortage due to a national emergency, fire, flood, pandemic, epidemic, hurricane or other casualty, periods of excessive rain, or by any other matter not within its control, the Authority or the Tenant in good faith and without fault or neglect on its part is prevented or delayed in the performance of any work except as it relates to rental payments or the maintenance of insurance which, under the terms of this Lease, it is required to so perform within a specified period of time, the period of time within which such performance was to have been completed shall be extended by a period of time equal to that of such delay or prevention, and the Authority or the Tenant, as the case may be, shall not be deemed to be in default if it diligently performs and completes such work or covenant or condition in the manner required by the terms of this Lease within the specified period of time as so extended.

---

### 15.2 Dispute Resolution Process

#### Negotiations

- (1) The Parties will both attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between representatives of the Parties who have authority to settle the controversy.
- (2) The disputing Party will give the other Party written notice of the dispute. Within seven (7) calendar days after receipt of this notice, the receiving Party shall submit to the other a written response. The notice and response shall include:
  - (a) a statement of each Party's understanding of the issue(s) in dispute; and
  - (b) the name and title of the person who will represent that Party.
- (3) The notice and responses shall not exceed three (3) pages. The representatives shall meet at a mutually acceptable time and place within seven (7) calendar days of the date of the disputing Party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

#### Mediation

- (4) If the matter has not been resolved within thirty (30) calendar days of the disputing Party's notice, or if the party receiving the notice will not meet within seven (7) calendar days (the earlier of which is the "Submission Date"), the dispute shall be submitted to mediation in accordance with the following procedure:
  - (i) Selection of Neutral

The Parties shall have five (5) days from the Submission Date to agree upon a mutually acceptable neutral person not affiliated with either of the Parties (the "Neutral"). If no Neutral has been selected within such time, the Parties agree jointly to request that their respective solicitors supply within five (5) days, a list of potential Neutrals with qualifications as specified by the Parties in the joint request. Within two (2) business days of the receipt of the list, the Parties shall independently rank the proposed candidates, shall simultaneously exchange rankings, and shall select as the Neutral the individual receiving the highest combined ranking who is available to serve. If either Party does not

---

rank and provide a copy of the ranking to the other Party, the Party who does rank the Neutral will be able to select the Neutral.

(ii) Time and Place for Mediation

In consultation with the Neutral, the Parties shall promptly designate a mutually convenient time and place for the mediation (and unless circumstances require otherwise, such time to be not later than ten (10) days after the selection of the Neutral).

(iii) Summary of Views

One (1) week prior to the first scheduled session of the mediation, each Party shall deliver to the Neutral and to the other Party, a concise written summary of its views on the matter in dispute, not to exceed five (5) pages.

(iv) Staffing at Mediation

In the mediation, each Party may be represented by Counsel. In addition, each Party may bring such additional persons as needed to respond to questions, contribute information and participate in the mediation.

(v) Conduct of Mediation

The Parties will attempt to resolve the dispute with the assistance of the Neutral. To this end, the Neutral is authorized to conduct both joint meetings and separate private caucuses with the Parties.

(vi) The Neutral's Views

Any opinions or recommendations of the Neutral shall not be binding on the Parties.

(vii) Termination of Procedure

The Parties agree to participate in the mediation for at least four (4) hours (unless terminated earlier by the Neutral). After that time, either of the Parties may leave the mediation at any time. The Parties agree not to take any action in relation to the dispute prior to the conclusion of a five (5) day post-mediation period that commences on the day after the conclusion of the mediation.

(viii) Fees of Neutral; Disqualification

The fees of the Neutral shall be shared equally by the Parties. The Neutral shall be disqualified as a witness, consultant, expert or counsel for either Party with respect to the matters in dispute and any related matters.

(ix) Confidentiality

The mediation is confidential, and no stenographic, visual or audio records shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, representatives, or other invitees and by the Neutral (who will be the Parties' joint agent for the purposes of the mediation) are confidential. Any conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purposes, including impeachment in any litigation or other proceedings involving the Parties, and shall not be disclosed to anyone, not an agent, employee, expert, witness, or representation of either of the Parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

### **ARTICLE XVI** **Arbitration**

16.1 If the Authority and the Tenant are unable to agree as to whether the Authority has acted in a reasonable manner when the Authority or the Tenant is required to do so pursuant to this Lease, or where the parties are unable to agree as to what rent should be charged, or where there is an unresolved incident of discrimination, or where there is any dispute with respect to the within Lease then arbitration shall be held pursuant to the provisions of the *Arbitrations Act* of Ontario.

---

In any determination by arbitration, the seat of the arbitration shall be in London, Ontario. The matter in question shall be determined by a single arbitrator agreed to by the Authority and the Tenant and in default of such agreement by three (3) arbitrators, one (1) chosen by the Authority, one (1) by the Tenant and the two (2) arbitrators so chosen shall choose the third (3rd) arbitrator and the opinion of the majority of the arbitrators shall determine the matter. Any determination by arbitration shall be binding on both the Authority and the Tenant. Each party shall bear its own costs of the arbitration except for the costs of the third (3rd) arbitrator which shall be shared equally between the parties. The award, or the award of the majority of them shall be made within thirty (30) days of the appointment of the single arbitrator or where applicable of the third (3rd) arbitrator. If either party shall not elect, or refuses to name an arbitrator within two (2) weeks of the naming of the arbitrator of the other party, or should such party neglect or refuse to proceed with the said arbitration, the arbitrator named by the other party shall proceed to determine the issue and his award shall be final and binding on the Authority and the Tenant.

## **ARTICLE XVII** **Notices**

17.1 Any notice to be given by one party to the other hereunder, except as herein otherwise provided, shall be given by registered mail addressed to the other party at its respective address given below, and such notice shall be deemed conclusively to be given upon the tenth (10<sup>th</sup>) business day after which it was mailed to:

the Authority at:

Upper Thames River Conservation Authority  
1424 Clarke Road  
London, Ontario N5V 589

the Tenant at:

Attention: Manager – Lands, Facilities and Conservation Areas

The Corporation of the City of London  
Realty Services Division  
300 Dufferin Avenue, City Hall  
London, Ontario N6B 1Z2

Attention: Director, Realty Services

Provided, however, any party may, by written notice sent to the other, specify a new address at which it will accept delivery of any notice required to be given in the manner aforesaid.

## **ARTICLE XVIII** **General Clauses**

18.1 All references to the parties to this Lease and all covenants, conditions and agreements of this Lease shall apply to and be binding upon the Authority and the Tenant and their respective heirs, executors, administrators, legal representatives, successors and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case fully named and stated.

18.2 This Lease is made under the applicable laws of the Province of Ontario.

18.3 This Lease may be altered, modified or amended only by written instruments signed by the Tenant and the Authority.

18.4 Time shall be of the essence of this Lease save as herein otherwise specified.

18.5 This Lease contains the entire agreement between the parties and it is hereby declared that there is no condition precedent, representation, covenant or warranty of any nature whatsoever, express or implied, direct, collateral or other, relating to this Lease save and except as contained herein.

18.6 This Lease is subject to compliance by the Tenant with the provisions of the *Planning Act* of Ontario, and the *Conservation Authorities Act*. This Lease may be subject to compliance with the *Environmental Assessment Act*, if applicable, by the Tenant, if such statutes are not complied with within one hundred and eighty (180) days of the date hereof.

---

18.7 The Tenant agrees to abide by and comply with all of the provisions of the *Conservation Authorities Act* and any regulations, rules and by-laws promulgated in connection therewith.

Option to Purchase

18.8 Provided that the Tenant is not in default hereunder, and in the event that the Authority declares the Lands herein described as surplus and does not require any part of the Lands for its purposes as herein described, (herein referred to as the "Option Lands"), for its own use and purposes and subject at all times to the provisions of the *Conservation Authorities Act* and any regulations or rules and by-laws promulgated in connection therewith and subject to the approval of the Ministry of Natural Resources, the Authority grants to the Tenant the option to purchase the Option Lands being described as Part 1 and Part 4, Plan 32R-14008 in accordance with the terms set out in Schedule "B".

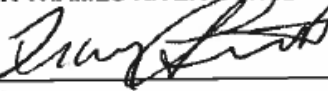
18.9 If any clause or part of a clause contained in this Lease shall be judicially held invalid or unenforceable, the remainder of this Lease shall be interpreted as if such clause or part of a clause had not been included.


18.10 All headings are for convenience of reference only and shall not affect the interpretation of this Lease.

18.11 Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third (3rd) party, as creating a relationship of principal and agent, or of partnership, or a joint venture, between the parties hereto, it being understood and agreed that none of the provisions contained herein or any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Authority and Tenant.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**UPPER THAMES RIVER CONSERVATION AUTHORITY**

Per:   
Name: Tracy Annett, MSc, MPP  
Title: General Manager/Secretary Treasurer

Per:   
Name: Brent Verschuur, Manager  
Title: Lands, Facilities and Conservation Areas

**CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_  
Josh Morgan, Mayor

Per: \_\_\_\_\_  
Michael Schulthess, City Clerk

**SCHEDULE "A"**

Part of Lots 2 and 3, Concession 5, designated as Parts 1 and Part 4, Plan 33R-14008, in the City of London in the County of Middlesex.

## SCHEDULE "B"

**To a Lease between:  
The City of London (Tenant)  
and  
Upper Thames River Conservation Authority (Landlord)**

IN CONSIDERATION of the execution of the Lease between the Tenant and the Landlord dated the \_\_\_ day of \_\_\_, 2023 (the "Lease") and the sum of Dollars (\$2.00), the receipt of which is hereby acknowledged, and subject to the conditions hereinafter noted, and in the event that the Landlord declares the property described as PART 1 and PART 4, Plan 33R-14008 (the "Lands") to be surplus to its needs at any time, the Landlord grants to the Tenant the option to purchase the Lands for the Fair Market Value purchase price determined by way of a mutually agreed upon appraiser in accordance with the uniform Standards of Professional Appraisal Practice for the Appraisal Institute of Canada (the "Option"). The Landlord hereunder shall immediately notify the Tenant, in writing, that the Property is surplus to its needs and that it intends to dispose of the Lands and the Tenant shall have ninety (90) days from the date of receipt of the Notice within which to deliver notice of exercise of this Option to purchase the Lands at the purchase price hereinbefore set forth. If the Tenant has not delivered Notice of the exercise of this Option to the Landlord within ninety (90) days from the receipt of the said Notice declaring the property surplus to its needs, the Tenant shall be deemed not to have exercised the within Option and the Landlord shall be free to offer the property for sale.

This Option and the agreement of purchase and sale arising from it shall be subject to compliance by the Landlord at the Landlord's expense with the provisions of the *Planning Act R.S.O. 1990, c. P.13*.

When exercising this Option there shall be paid to the Landlord as a deposit TWO DOLLARS (\$2.00), which sum shall be held by the Landlord pending completion of the sale or other termination of the agreement arising from the exercise of the option.

Time shall be of the essence of the exercise of this Option.

This Option is subject to an option to repurchase in favour of the Landlord to reacquire the lands in accordance with Schedule "A1" attached to this option to purchase.

On the within Option being exercised, the following shall be the terms of the agreement of purchase and sale of the property:

1. A deposit of TWO DOLLARS (\$2.00) by cash or certified cheque shall be paid to the Landlord together with the exercise of the option. The deposit shall be held by the Landlord in trust pending completion or other termination of the agreement of purchase and sale.
  2. The Tenant acknowledges and agrees that the agreement of purchase and sale arising from the exercise of the said option is conditional on the satisfaction of the following conditions on or prior to the completion of the sale:
    - (i) the Lands, which are the subject of the within option namely Part 1 and Part 4, Plan 33R-14008, are not required by the Landlord, in its sole discretion, for its own purposes;
    - (ii) the Landlord must have complied with all provisions of the *Conservation Authorities Act R.S.O. 1990 C. 27* and any regulations passed thereto and must have obtained the approval of the Minister of Natural Resources for the sale of the said Lands;
    - (iii) subject to any reservations in favour of the Landlord if in the opinion of the Landlord there are required any flood easements necessary with respect to the operation of the flood control mandate of the Landlord insofar as it may affect the Lands.
  3. The purchase price for the property shall be paid on the date of completion, subject to the usual adjustments. The sum paid for the granting of the option and the amount of the deposit shall be credited to the purchase price.
-



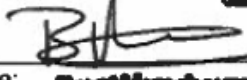
4. The Tenant may elect to cancel this agreement by advising the Landlord in writing on or before closing and have the deposit repaid without interest.
  5. The sale shall be completed on the 30th day after the later of the date of the exercise of the Option and the date of completion of an appraisal in accordance with this Agreement, unless on that day the Land Registry Office is closed, in which case the sale shall be completed on the next following day when the office is open. The Landlord will promptly take any steps necessary to co-operate with the Tenant to co-ordinate an up-to-date appraisal of the Lands upon receipt of notice exercising this Option.
  6. The Landlord will discharge any outstanding mortgages or liens on or before closing.
  7. The Tenant shall be permitted to inspect the property immediately prior to the date of completion and acknowledges and agrees it shall take the Lands in an "as is" condition.
  8. Vacant possession shall be given on the date of completion.
  9. All existing fixtures shall be included in the purchase price.
  10. The title of the Lands shall be good and free from all encumbrances except as to any registered restrictive covenants and municipal by-laws or other governmental enactments, providing they are complied with and except as provided herein.
  11. The Tenant is to be allowed 15 days from the date of the exercise of this option to examine the title of the property, and to make inquiries of the municipality that there are no outstanding work orders or deficiency notices affecting the property, that its present use may be lawfully continued, and that the property conforms to applicable municipal by-laws and other governmental enactments; and if within that time any valid objection is made in writing to title or nonconformity with municipal or other governmental enactments which the Landlord shall be unable or unwilling to remove, remedy or satisfy and which the Tenant will not waive, this agreement shall be null and void notwithstanding any intermediate acts or negotiations in respect of that objection, and the Landlord shall refund to the Tenant the deposit without interest.
  12. The Tenant is not to call for the production of any title deed, survey or other evidence of title, except as may be in the possession of the Landlord or under the control of the Landlord.
  13. The property and other items to be purchased shall remain at the risk of the Landlord pending completion. The Landlord shall notify the Tenant on request of the particulars of the insurance, if any, on the property. In the event of loss, destruction or damage, the proceeds of the insurance shall be held in trust for the parties as their interest may appear. In the event of substantial damage to the property, the Tenant may elect to accept the proceeds of the insurance and complete the purchase, or to cancel this agreement and receive back the deposit without interest.
  14. The Tenant shall be credited towards the purchase price with the amount, if any, necessary for the Tenant to pay to the Minister of National Revenue to satisfy the Tenant's liability in respect of tax payable by the Landlord under the non-residency provision of the *Income Tax Act* by reason of this sale. The Tenant shall not claim such credit if the Landlord delivers on completion the prescribed certificate or a statutory declaration that the Landlord is not then a non-resident of Canada.
  15. If this transaction is subject to the Goods and Services Tax (G.S.T.), then such tax shall be in addition to the purchase price. If this transaction is not subject to G.S.T., the Tenant agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T.
  16. There are no representations, warranties, collateral agreements or conditions relating to the property except as specified in this agreement.
  17. Documents necessary to transfer title shall be prepared by the Landlord's solicitor.
  18. The land designated Part 3, Plan 33R-14008, which is to be retained by the Landlord for its use and shall be restored to the extent possible to a natural state at the expense of the Tenant.
  19. Time shall be of the essence of this agreement.
-

20. The aforesaid are the complete terms of the Option granted by the Landlord, and there are no representations, warranties, collateral agreements or conditions relating to the Lands except as specified in this option.

IN WITNESS WHEREOF the parties have executed this Option this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**UPPER THAMES RIVER CONSERVATION  
AUTHORITY**

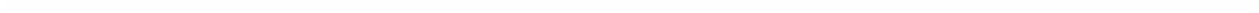
Per:   
Name: \_\_\_\_\_  
Title: **Tracy Ansell, MSc, FRP  
General Manager/Secretary Treasurer**

Per:   
Name: **Brent Vachon, Manager**  
Title: **Lands, Facilities and Conservation Areas**

**CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_  
Josh Morgan, Mayor

Per: \_\_\_\_\_  
Michael Schulthess, City Clerk



**SCHEDULE "A1"**

**To the Option to Purchase between  
The City of London (Vendor)  
and  
Upper Thames River Conservation Authority (Purchaser)**

IN CONSIDERATION of execution of the Lease between the Vendor and the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Lease"), the exercise and completion of the Option contained in Schedule "B" to the Lease and in consideration of the sum of TWO DOLLARS (\$2.00), the receipt of which is hereby acknowledged and in the event that the Vendor declare the property described as Part 1 & 4, Plan 33R-14008 (the "Property") to be surplus to its need at any time, the Vendor hereby grants to the Tenant the irrevocable option to purchase the Property for the fair Market Value purchase price determined by way of a mutually agreed upon appraiser in accordance with the Uniform Standards of Professional Appraisal Practice for the Appraisal Institute of Canada. The Vendor hereunder shall immediately notify the Purchaser, in writing, that the Property is surplus to its needs and that it intends to dispose of the Property and the Purchaser shall have thirty days from the date of receipt of the notice within which to deliver notice of exercise of this option to purchase the Property at the purchase price hereinbefore set forth. If the Purchaser has not delivered notice of exercise of this option to the Vendor within 90 days from the receipt of the said notice declaring the Property surplus, the Purchaser shall be deemed not to have exercised the within option and the Vendor shall be free to offer the property for sale.

This Option and the agreement of purchase and sale arising from it shall be subject to compliance by the Vendor at the Vendor's expense with the provisions of the *Planning Act* R.S.O. 1990, c. P. 13.

When exercising this option there shall be paid to the Vendor as a deposit TWODOLLARS (\$2.00) which sum shall be held by the Vendor pending completion of the sale or other termination in the agreement arising from the exercise of the option.

Time shall be of the essence of this option.

On the option being exercised the following shall be the terms of the agreement of purchase and sale of the property:

1. A deposit of TWO DOLLARS (\$2.00) by cash or certified cheque shall be paid to the Vendor together with the exercise of the option. The deposit shall be held by the Vendor in trust pending completion or other termination of the agreement of purchase and sale.
  2. The purchase price for the Property shall be paid on the date of completion, subject to the usual adjustments. The sum paid for the granting of the option and the amount of the deposit shall be credited to the purchase price.
  3. The sale shall be completed on the 30th day after the later of the date of the exercise of the Option and the date of completion of an appraisal in accordance with this Agreement, unless on that day the Land Registry Office is closed, in which case the sale shall be completed on the next following day when the office is open. The Vendor will promptly take any steps necessary to co-operate with the Purchaser to co-ordinate an up-to-date appraisal of the Lands upon receipt of notice exercising this Option.
  4. The Vendor will discharge any outstanding mortgages or liens on or before closing.
  5. The Purchaser shall be permitted to inspect the property immediately prior to the date of completion and subject to compliance with the Lease the Purchaser acknowledges and agrees it shall take the Property in an "as is" condition.
  6. Vacant possession shall be given on the date of completion.
  7. All existing fixtures shall be included in the purchase price.
  8. The title of the Property shall be good and free from all encumbrances except as to any registered restrictive covenants and municipal by-laws or other governmental enactments, providing they are complied with.
  9. The Purchaser is to be allowed 15 days from the date of the exercise of this option to examine the title of the property, and to make inquiries of the municipality that there are no outstanding work orders or deficiency notices affecting the property, that its present
-

use may be lawfully continued, and that the property conforms to applicable municipal by-laws and other governmental enactments; and if within that time any valid objection is made in writing to title or nonconformity with municipal or other governmental enactments which the vendor shall be unable or unwilling to remove, remedy or satisfy and which the purchaser will not waive, this agreement shall be null and void notwithstanding any intermediate acts or negotiations in respect of that objection, and the Vendor shall refund to the Purchaser the deposit without interest.

10. The Purchaser is not to call for the production of any title deed, survey or other evidence of title, except as may be in the possession of the Vendor or under the control of the Vendor.

11. The property and other items to be purchased shall remain at the risk of the vendor pending completion. The Vendor shall notify the Purchaser on request of the particulars of the insurance, if any, on the property. In the event of loss, destruction or damage, the proceeds of the insurance shall be held in trust for the parties as their interest may appear. In the event of substantial damage to the property, the Purchaser may elect to accept the proceeds of the insurance and complete the purchase, or to cancel this agreement and receive back the deposit without interest.

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

13. If this transaction is subject to the Goods and Services Tax (G.S.T.), then such tax shall be in addition to the purchase price. If this transaction is not subject to G.S.T., the Purchaser agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T.

14. There are no representations, warranties, collateral agreements or conditions relating to the property except as specified in this agreement.

15. Documents necessary to transfer title shall be prepared by the Vendor's solicitor.

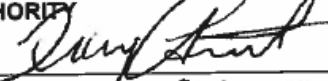
16. Tender of documents or money (or notices as provided in this agreement) may be made on the solicitor for either party, and money may be tendered by cheque.

17. Time shall be of the essence of this agreement.

18. The aforesaid are the complete terms of the Option granted by the Vendor and there are no representations, warranties, collateral agreements or conditions relating to the Property except as specified in this Option.

IN WITNESS WHEREOF the parties have executed this Option this      day of  
2023.

**UPPER THAMES RIVER CONSERVATION  
AUTHORITY**

Per:   
Name: Tracy Annot, MCR, MPP  
Title: General Manager/Secretary Treasurer

Per:   
Name: Brent Verschure, Manager  
Title: Lands, Facilities and Conservation Areas  
**CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_  
Josh Morgan, Mayor

Per: \_\_\_\_\_  
Michael Schulthess, City Clerk

# Appendix B

## Part 1 and Part 4 in 33R-14008

