



Council Minutes

The 21st Meeting of City Council
November 24, 2020, 4:00 PM

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

Also Present: M. Ribera, C. Saunders, M. Schulthess, B. Westlake-Power
Remote Attendance: L. Livingstone, A. Anderson, A. Barbon, G. Barrett, B. Card, K. Dickins, G. Kotsifas, D. O'Brien, J. Raycroft, C. Smith, S. Stafford, B. Warner, R. Wilcox
The meeting was called to order at 4:02 PM, with all Members participating, except Councillors M. Cassidy and J. Morgan; it being noted that the following Members attended the meeting remotely: M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in any budgetary item regarding the Middlesex-London Health Unit, by indicating that he is an employee of that organization and any item pertaining to funding for the Early ON program as his spouse is an employee of an organization dependent on that funding, as these may be addressed in Item 4.1 - Tabling of the 2021 Budget Update.

Councillor S. Turner further discloses a pecuniary interest in Added Bill No. 372, having to do with a by-law to authorize and approve an Agreement of Purchase and Sale of the property located at 92 Wellington Road for the Wellington Gateway Project, by indicating that he owns property in close vicinity to the subject property.

2. Recognitions

2.1 Recognition, in absentia, of City of London Employees who have achieved 25 years of service during 2020

At 4:05 PM, Councillor M. Cassidy enters the meeting.

His Worship, the Mayor recognizes, in absentia, the following City of London Employees who have achieved 25 years of service during 2020:

From the City Manager's Office: Karen Somers.

From Environmental & Engineering Services: Grace Ma Khin Than Aye, Don Bordynuik, Rob Burnard, Gary Burrows, Anthony Joseph Critch, Todd Hayter, Robert P. Jolliffe, Antonio A. Lima, Gary Medeiros, Barry Orr, Marcus Schaum, Jay Stanford, Paul Titus, Adrian Trotman, Tim Vanderbeeten, James R. Woolford, and Alan Zirul.

From Finance and Corporate Services: Rose V. Dinh, Jody Golinowski, and Joanna Wozniak.

From Housing, Social Services and Deerness Home: Kathleen Beamish, Maria Irene Chavez, Lisa Galbraith, Diane Gallant, Karyn Grealis, Candy Johnson, Shirley Locke, Melda M. Mantes (Banyai), Beth Risi, Leonor Tavares, and Heather Trevithick.

From London Fire Department, Neighbourhood, Children and Fire Services: Stephen Charles Beasley, Sean Thomas Spencer Beer, Carl Britan, Craig Brown, Jay DeCaluwe, Douglas J. Ferguson, Stephen Garrett, Andrew Joice, Richard Kerr, Greg Knight, Tim Knight, Richard J. Koning, Matthew Lane, Scott Mckenzie, Dan McNeil, Brent Moore, Jamie Nardachioni, Mark Pegg, John Peter, Paul Prowse, Stephan Rodowa, and Terri Taylor.

From London Police Service: John Scott Ashley, William Berg, Mark Boughner, Matt Garwood, Dan McCoy, Alcindor Pierre, Dionne Skelton, Ross Sutherland, Trevor Telfer, and William Tennant.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That pursuant to section 6.5 of the Council Procedure By-law, the following changes in order BE APPROVED:

- a) Stage 4 – Council, In Closed Session be considered after Stage 13- By-laws, with the exception of Bill No. 358, being a by-law to confirm the proceedings of the Council Meeting held on the 24th Day of November, 2020, which will be considered, prior to Stage 14 – Adjournment; and
- b) Stage 9 – Added Reports –Item 9.1 - 18th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

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

Absent: (1): J. Morgan

Motion Passed (14 to 0)

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

5.1 20th Meeting held on November 10, 2020

Motion made by: S. Turner

Seconded by: M. Cassidy

That the Minutes of the 10th Meeting held on November 10, 2020, BE APPROVED.

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

Absent: (1): J. Morgan

Motion Passed (14 to 0)

6. Communications and Petitions

6.1 New Proposed City of London Tree Protection By-law

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

That the following communications, with respect to the proposed amendments to the Tree Protection By-law, BE RECEIVED and BE REFERRED to be considered with Item 7 (3.2) of the 18th Report of the Planning and Environment Committee:

1. D. Dittmer;
2. J. Winkler; and,
3. J.A. Spence, Manager Urban Forestry

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

Absent: (1): J. Morgan

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 18th Report of the Planning and Environment Committee

Motion made by: M. Cassidy

That the 19th Report of the Planning and Environment Committee BE APPROVED, excluding Items 7 (3.2) and 8(4.1).

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

Absent: (1): J. Morgan

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Community Improvement Plans - Performance Measures and Indicators

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to amending Community Improvement Plans to add performance measures and indicators of success:

a) the staff report dated November 16, 2020 entitled "Community Improvement Plans - Performance Measures and Indicators of Success" with respect to potential changes to the Downtown and the Old East Village Residential Development Charges Grant, Rehabilitation and Redevelopment Tax Grant, Upgrade to Building Code Loan, and Façade Improvement Loan BE RECEIVED for information; and,

b) the Civic Administration BE DIRECTED to circulate the staff report noted in part a) above for public review; it being noted that input received through the circulation will inform a recommendation on changes to the grant and loan programs that will be presented at a future meeting of the Planning and Environment Committee.

Motion Passed

3. (2.2) 2019 Minor Variance Applications Considered by the Committee of Adjustment - Information Report

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the staff report dated November 16, 2020 entitled "2019 Minor Variance Applications Considered by the Committee of Adjustment - Information Report", relating to an overview of the nature of the 2019 Minor Variance applications received and considered in by the London Committee of Adjustment BE RECEIVED for information.

Motion Passed

4. (2.3) Application - 3620 Southbridge Avenue 33M-785, Block 124 (P-9231) (Relates to Bill No. 359)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, with respect to the application by Sifton Properties Ltd., the proposed by-law appended to the staff report dated November 16, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2020 to exempt Block 124, Plan 33M-785 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act*, for a period not exceeding three (3) years.

Motion Passed

5. (2.4) Application - 3740 Southridge Avenue 33M-785, Block 130 (P-9232) (Relates to Bill No. 360)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, with respect to the application by Sifton Properties Ltd., the proposed by-law appended to the staff report dated November 16, 2020 BE INTRODUCED at the Municipal Council meeting on November 24, 2020 to exempt Block 130, Plan 33M-785 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act*, for a period not exceeding three (3) years.

Motion Passed

6. (3.1) Application - 16035 Robins Hill Road (Z-9225) (Relates to Bill No. 367)

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the proposed by-law appended to the staff report dated November 16, 2020 with respect to the application by Dancor Construction Ltd., relating to the property located at 16035 Robin's Hill Road, BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a General Industrial (GI1) Zone and a General Industrial/Heavy Industrial (GI1*H16/HI1*H16) Zone TO a General Industrial Special Provision (GI1) Zone and a General Industrial Special Provision/Heavy Industrial Special Provision (GI1()*H16/HI1()*H16) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement (PPS), 2020;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the policies of the General Industrial designation;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the policies of the Heavy Industrial Place Type; and,
- the recommended amendment will permit an appropriate use for the site which is compatible with the surrounding area and facilitates the continued operation and viability of the industrial area for current and future uses.

Motion Passed

9. (5.1) 8th Report of the London Advisory Committee on Heritage

Motion made by: M. Cassidy

That the following actions be taken with respect to the 8th Report of the London Advisory Committee on Heritage from its meeting held on November 11, 2020:

a) the following actions be taken with respect to the Stewardship Sub-Committee Report, from its meeting held on October 28, 2020:

i) the following properties BE ADDED to the Register of Cultural Heritage Resources based on the cultural heritage information presented in the Cultural Heritage Assessment Report prepared by ASI:

- 171 Adelaide Street North
- 173 Adelaide Street North
- 86 Anderson Avenue
- 143 Arundell Street
- 145 Arundell Street
- 140 Dreaney Avenue
- 144 Dreaney Avenue
- 150 Dreaney Avenue
- 154 Dreaney Avenue
- 209 Egerton Street
- 10 Elm Street
- 1 Hamilton Road
- 92-98 Hamilton Road, 511-513/ Horton Street East
- 101 Hamilton Road
- 104 Hamilton Road
- 112 Hamilton Road
- 120 Hamilton Road
- 124 Hamilton Road
- 126 Hamilton Road
- 125-127-127/ Hamilton Road
- 250 Hamilton Road
- 260 Hamilton Road
- 274 Hamilton Road
- 276 Hamilton Road
- 280 Hamilton Road
- 328 Hamilton Road
- 342 Hamilton Road
- 345 Hamilton Road
- 349 Hamilton Road
- 349/ Hamilton Road
- 355 Hamilton Road
- 357 Hamilton Road
- 363 Hamilton Road
- 364-364A-364B Hamilton Road
- 366 Hamilton Road
- 367 Hamilton Road
- 371-373 Hamilton Road
- 407 Hamilton Road
- 414 Hamilton Road (96 Rectory Street)
- 416 Hamilton Road
- 423 Hamilton Road
- 465 Hamilton Road
- 519 Hamilton Road
- 523 Hamilton Road
- 541 Hamilton Road
- 547 Hamilton Road
- 556 Hamilton Road
- 560 Hamilton Road

- 592 Hamilton Road
- 583-585 Hamilton Road
- 601 Hamilton Road
- 612 Hamilton Road
- 645 Hamilton Road
- 658 Hamilton Road
- 664 Hamilton Road
- 689 Hamilton Road
- 709 Hamilton Road
- 721-725 Hamilton Road
- 735 Hamilton Road
- 737 Hamilton Road
- 741-743 Hamilton Road
- 749 Hamilton Road
- 751 Hamilton Road
- 783-783/ Hamilton Road
- 772 Hamilton Road
- 796 Hamilton Road
- 818 Hamilton Road (formerly 15 Glenwood Avenue)
- 870 Hamilton Road
- 867 Hamilton Road
- 873 Hamilton Road
- 875-881 Hamilton Road
- 885 Hamilton Road
- 887 Hamilton Road
- 504 Horton Street East
- 506 Horton Street East
- 508 Horton Street East
- 122 Inkerman Street
- 124 Inkerman Street
- 128 Inkerman Street
- 751 Little Hill Street
- 755 Little Hill Street
- 783 Little Hill Street
- 156 Madison Avenue
- 128 Mamelon Street
- 136 Mamelon Street
- 143 Mamelon Street
- 147 Mamelon Street
- 17 Marmora Street
- 19 Marmora Street
- 971 Ormsby Street
- 134 Price Street
- 138 Price Street
- 141 Price Street
- 145 Price Street
- 28 Redan Street
- 898 Trafalgar Street
- 180 William Street
- 184 William Street
- 192 William Street

it being noted that the Stewardship Sub-Committee does not recommended that the property located at 18 Elm Street be added to the Register of Cultural Heritage Resources as it was further evaluated through the completion of a Cultural Heritage Evaluation Report, and found not to have cultural heritage value or interest; and,

ii) the remainder of the above-noted Stewardship Sub-Committee Report BE RECEIVED;

b) on the recommendation of the Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the staff report dated, November 11, 2020, related to the request for designation of the heritage listed property located at 75 Langarth Street East:

i) notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in the Statement of Cultural Heritage Value or Interest appended to the 8th Report of the London Advisory Committee on Heritage; and,

ii) should no appeals be received to Municipal Council's notice of intention to designate, a by-law to designate the property located at 75 Langarth Street East to be of cultural heritage value or interest, for the reasons outlined in the above-noted Statement of Cultural Heritage Value or Interest, BE INTRODUCED at a future meeting of Municipal Council immediately following the end of the appeal period;

it being noted that should an appeal to Municipal Council's notice of intention to designate be received, the City Clerk will refer the appeal to the Conservation Review Board;

c) clauses 1.1, 3.1 and 3.2 BE RECEIVED for information.

Motion Passed

At 4:38 PM, Councillor J. Morgan, enters the meeting.

7. (3.2) New Proposed City of London Tree Protection By-law
(Relates to Bill No. 361)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the proposed new Tree Protection By-law:

a) the proposed by-law appended to the staff report dated November 16, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2020 to repeal and replace Tree Protection By-law C.P.-1515 – 228 (Appendix "C") coming into effect after March 1, 2021;

b) the Civic Administration BE DIRECTED to submit as part of the 2022 update to the 2020-23 Multi-Year Budget process, a Business Case that would provide potential budgetary impacts should the Municipal Council wish to amend the definition of a Distinctive Tree as provided for in the Tree Protection By-law by reducing the size threshold from the current 50 cm diameter to 40 cm diameter; and,

c) the Civic Administration BE REQUESTED to undertake a review of the by-law and report back within five years;

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

- a communication dated November 11, 2020, from E. Gurkow, Congregation Beth Tefilah; and,
- a communication from A.M. Valastro, 1-133 John Street;

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

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

That part a) be amended to read as follows:

a) the proposed, attached revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2020 to repeal and replace Tree Protection By-law C.P.-1515 – 228 (Appendix “C”) coming into effect after March 1, 2021;

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

Nays: (1): S. Hillier

Motion Passed (14 to 1)

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

That part a), as amended, and part c) BE APPROVED:

a) the proposed attached revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2020 to repeal and replace Tree Protection By-law C.P.-1515 – 228 (Appendix “C”) coming into effect after March 1, 2021;

c) the Civic Administration BE REQUESTED to undertake a review of the by-law and report back within five years;

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

- a communication dated November 11, 2020, from E. Gurkow, Congregation Beth Tefilah; and,
- a communication from A.M. Valastro, 1-133 John Street;

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

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: M. Cassidy

That part b) BE APPROVED:

b) the Civic Administration BE DIRECTED to submit as part of the 2022 update to the 2020-23 Multi-Year Budget process, a Business Case that would provide potential budgetary impacts should the Municipal Council wish to amend the definition of a Distinctive Tree as provided for in the Tree Protection By-law by reducing the size threshold from the current 50 cm diameter to 40 cm diameter; and,

Yeas: (7): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelosa, and A. Kayabaga

Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Failed (7 to 8)

Item 7 (3.2), as amended, read as follows:

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the proposed new Tree Protection By-law:

a) the proposed attached revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2020 to repeal and replace Tree Protection By-law C.P.-1515 – 228 (Appendix “C”) coming into effect after March 1, 2021;

b) the Civic Administration BE REQUESTED to undertake a review of the by-law and report back within five years;

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

- a communication dated November 11, 2020, from E. Gurkow, Congregation Beth Tefilah; and,
- a communication from A.M. Valastro, 1-133 John Street;

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

8. (4.1) 7th Report of the London Advisory Committee on Heritage 183 and 197 Ann Street

Motion made by: M. Cassidy

That on the recommendation of the Director, Development Services, the following actions be taken with respect to the properties located at 183 Ann Street and 197 Ann Street:

a) pursuant to section 35.2 of the Council Procedure By-law, the resolution of the Municipal Council meeting held on October 27, 2020 regarding part a) of clause 4.1 of the 16th Report of the Planning and Environment Committee related to the 7th Report of the London Advisory Committee on Heritage regarding the properties known as 183 Ann Street and 197 Ann Street BE RECONSIDERED to change the date on which the Civic Administration is to report back on this matter from November 30, 2020 to a future meeting of the Planning and Environment Committee as the applicant is proposing to alter the building design

resulting in the need for consideration by the Civic Administration in order to bring forward recommendations with respect to proposed amendments to the Official Plan and Zoning By-law. Part a) of clause 4.1 reads as follows:

“a) clause 4.1 c) and d) of the 7th Report of the LACH BE REFERRED to the Civic Administration to report to the November 30, 2020 Planning and Environment Committee meeting relating to the properties located at 197 Ann Street and 183 Ann Street; it being noted that clause 4.1 c) and d) read as follows:

c) the resource known as 197 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest; it being noted that the properties located at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;

d) the resource known as 183 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest;

it being noted that the properties at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;”

b) subject to the approval of a) above, the Civic Administration BE DIRECTED to report back on clause 4.1 c) and d) of the 7th Report of the London Advisory Committee on Heritage related to the properties located at 183 Ann Street and 197 Ann Street to a future meeting of the Planning and Environment Committee after the Civic Administration has had adequate time to review the submission of an altered building design by the applicant; it being noted that clause 4.1 c) and d) read as follows:

"c) the resource known as 197 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest; it being noted that the properties located at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;

) the resource known as 183 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest;

it being noted that the properties at 175, 179, 183, and 197 Ann Street and 84 and 88 St. George Street have merged;”

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

- a communication from A.M. Valastro, 1 - 133 John Street; and,
- a petition dated November 12, 2020, from the North Talbot Community Association, signed by approximately 100 individuals.

Motion made by: M. Cassidy

Seconded by: E. Pelozza

That the following motion to reconsider BE APPROVED:

That on the recommendation of the Director, Development Services, the following actions be taken with respect to the properties located at 183 Ann Street and 197 Ann Street:

a) pursuant to section 35.2 of the Council Procedure By-law, the resolution of the Municipal Council meeting held on October 27, 2020 regarding part a) of clause 4.1 of the 16th Report of the Planning and Environment Committee related to the 7th Report of the London Advisory Committee on Heritage regarding the properties known as 183 Ann Street and 197 Ann Street BE RECONSIDERED to change the date on which the Civic Administration is to report back on this matter from November 30, 2020 to a future meeting of the Planning and Environment Committee as the applicant is proposing to alter the building design resulting in the need for consideration by the Civic Administration in order to bring forward recommendations with respect to proposed amendments to the Official Plan and Zoning By-law. Part a) of clause 4.1 reads as follows:

“a) clause 4.1 c) and d) of the 7th Report of the LACH BE REFERRED to the Civic Administration to report to the November 30, 2020 Planning and Environment Committee meeting relating to the properties located at 197 Ann Street and 183 Ann Street; it being noted that clause 4.1 c) and d) read as follows:

c) the resource known as 197 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest; it being noted that the properties located at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;

d) the resource known as 183 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest;

it being noted that the properties at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;”

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: M. Cassidy

That the following motion BE APPROVED:

b) subject to the approval of a) above, the Civic Administration BE DIRECTED to report back on clause 4.1 c) and d) of the 7th Report of the London Advisory Committee on Heritage related to the properties located at 183 Ann Street and 197 Ann Street to a future meeting of the Planning and Environment Committee after the Civic Administration has had adequate time to review the submission of an altered building design by the applicant; it being noted that clause 4.1 c) and d) read as follows:

"c) the resource known as 197 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest;
it being noted that the properties located at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;

d) the resource known as 183 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest;

it being noted that the properties at 175, 179, 183, and 197 Ann Street and 84 and 88 St. George Street have merged;"

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

- a communication from A.M. Valastro, 1 - 133 John Street; and,
- a petition dated November 12, 2020, from the North Talbot Community Association, signed by approximately 100 individuals.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Item 8 (4.1) reads as follows:

That on the the recommendation of the Director, Development Services, the Civic Administration BE DIRECTED to report back on clause 4.1 c) and d) of the 7th Report of the London Advisory Committee on Heritage related to the properties located at 183 Ann Street and 197 Ann Street to a future meeting of the Planning and Environment Committee after the Civic Administration has had adequate time to review the submission of an altered building design by the applicant; it being noted that clause 4.1 c) and d) read as follows:

"c) the resource known as 197 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest;
it being noted that the properties located at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;

d) the resource known as 183 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the attached evaluation of the property including the Statement of Cultural Heritage Value or Interest;

it being noted that the properties at 175, 179, 183, and 197 Ann Street and 84 and 88 St. George Street have merged;"

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

- a communication from A.M. Valastro, 1 - 133 John Street; and,
- a petition dated November 12, 2020, from the North Talbot Community Association, signed by approximately 100 individuals.

8.2 18th Report of the Corporate Services Committee

Motion made by: A. Kayabaga

That the 18th Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Kayabaga

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) Consideration of Appointment for the Accessibility Advisory Committee

Motion made by: A. Kayabaga

That Alicia McGaw BE APPOINTED as a Voting Member to the Accessibility Advisory Committee for the term ending June 30, 2021.

Motion Passed

3. (4.2) Request for Delegation Status - Advisory Committees - Dharshi Lacey, Director, Equity, Inclusion and Governance, Pillar Nonprofit Network

Motion made by: A. Kayabaga

That it BE NOTED that the Corporate Services Committee received a communication dated November 5, 2020 and delegation from Dharshi Lacey, Director, Equity, Inclusion and Governance, Pillar Nonprofit Network and Shawna Lewkowitz, Urban League of London with respect to their concerns related to the City of London Advisory Committees not having regular meetings during the COVID-19 situation.

Motion Passed

4. (4.3) Request for Delegation Status - Advisory Committees - Shawna Lewkowitz, President, Urban League of London

Motion made by: A. Kayabaga

That it BE NOTED that the Corporate Services Committee received a communication dated November 5, 2020 and delegation from Dharshi Lacey, Director, Equity, Inclusion and Governance, Pillar Nonprofit Network and Shawna Lewkowitz, Urban League of London with respect to their concerns related to the City of London Advisory Committees not having regular meetings during the COVID-19 situation.

Motion Passed

8.3 13th Report of the Civic Works Committee

Motion made by: S. Lehman

That the 13th Report of the Civic Works Committee BE APPROVED, excluding Item 11(2.9).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 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) Comments on Environmental Registry of Ontario (ERO): Proposed Blue Box Regulation

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the comments outlined in the report dated November 17, 2020 BE ENDORSED and BE SUBMITTED to the Ministry of the Environment, Conservation, and Parks Environmental Registry of Ontario posting (019-2579) titled "A proposed regulation, and proposed regulatory amendments, to make producers responsible for operating Blue Box programs"; it being noted that the due date for comments is December 3, 2020. (2020-E07)

Motion Passed

3. (2.2) Updates - 60% Waste Diversion Action Plan Including Green Bin Program

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the

following actions be taken with respect to the staff report dated November 17, 2020, related to updates on the 60% Waste Diversion Action Plan Including Green Bin Program:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to adjust the implementation schedule for the 60% Waste Diversion Action Plan, as outlined in the above-noted staff report;
- c) the Civic Administration BE DIRECTED to submit the budget amendment, as appended to the above-noted staff report, to the 2021 Annual Budget Update process to adjust the funding requirements for the 2020-2023 Multi-Year Budget Business Case #1 – “60% Waste Diversion Action Plan”; and
- d) the Civic Administration BE DIRECTED to:
 - i) continue to prioritize work activities and actions that also contribute to the work of the London Community Recovery Network; and,
 - ii) submit a report to the Civic Works Committee by June 2021 that outlines advantages, disadvantages, and implementation scenarios for various waste reduction and reuse initiatives, including but not limited to, reducing the container limit, examining the use of clear bags for garbage, mandatory recycling by-laws, reward and incentive systems, and additional user fees. (2020-E07)

Motion Passed

4. (2.3) Community Engagement on Green Bin Program Design

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated November 17, 2020, related to Community Engagement on the Green Bin Program Design:

- a) the above-noted staff report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to submit a report to the Civic Works Committee on February 9, 2021 and include the results of public input, staff recommendations to move forward and the proposed next steps for the program. (2020-E07)

Motion Passed

5. (2.4) Award of Contract Option Renewal (RFP 19-29) - Tandem Axle Trucks With Dump Boxes and Plow Equipment

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated November 17, 2020, related to an award of contract option renewal (RFP 19-29) for tandem axel trucks with dump boxes and plow equipment:

- a) the submission from Team Truck Centers Inc., 795 Wilton Grove Road London, ON N6N 1N7, BE ACCEPTED for four (4)

additional one (1) year option periods, beginning December 1, 2020, for the supply and delivery of tandem axle dump trucks and plow equipment, in accordance with the Procurement of Goods and Services Policy, section 20.2 a. v.;

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases;

c) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record, relating to the subject matter of this approval in accordance with the Procurement of Goods and Services Policy, section 12.2 (b); and,

d) the funding for this purchase BE APPROVED as set out in the "Sources of Financing Report" appended to the above-noted staff report. (2020-V01)

Motion Passed

6. (2.5) Request for Proposal 20-59 Contract Award of 2020 Cured in Place Pipe (CIPP) Sewer Lining Program

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated November 17, 2020, related to Request for Proposal 20-59 for a contract award of the 2020 Cured in Place Pipe (CIPP) Sewer Lining Program:

a) the bid submitted by Insituform Technologies Limited, at its tendered price of \$4,191,562.00 (HST excluded), BE ACCEPTED; it being noted that the bid submitted by Insituform Technologies Limited was the only bid meeting the technical criteria and meets the City's specifications and requirements in all areas;

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

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

d) the approval, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E01)

Motion Passed

7. (2.6) West London Dyke Phase 7 and Fanshawe Dam Safety Study Request for Increase to City Share

Motion made by: S. Lehman

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following action be taken with respect to the staff report dated November 17, 2020, related to the West London Dyke Phase 7 and Fanshawe Dam Safety Study Request for Increase to City Share:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out added works for Phase 7 of the West London Dyke reconstruction with the City, by increasing the City's share in the amount of \$110,001.00, including contingency (excluding HST);
- b) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the Fanshawe Dam Safety Study with the City by increasing the City's share by \$44,833, including contingency (excluding HST);
- c) the financing for this work BE APPROVED as set out in the "Sources of Financing Report" appended to the above-noted staff report; and,
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary to give effect to these recommendations. (2020-E05/E21)

Motion Passed

8. (2.7) Award of Consulting Engineering Services for Detailed Design of the Springbank Reservoir 2 Replacement and Expansion - RFP 20-43

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated November 17, 2020, related to the award of consulting engineering services for RFP 20-43, Detailed Design of the Springbank Reservoir 2 Replacement and Expansion:

- a) the proposal submitted by Aecom Canada Ltd. 410-250 York Street, Citi Plaza, London, ON, N6A 6K2, in the amount of \$1,558,042, including \$141,640 contingency (excluding H.S.T.) BE AWARDED in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the "Sources of Financing Report" appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to effect these recommendations. (2020-E08)

Motion Passed

9. (2.8) Amendments to the Traffic and Parking By-law (Relates to Bill No. 362)

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated November 17, 2020, BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2020 to amend By-law PS-113, entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2020-T02/T08)

Motion Passed

10. (2.10) Active Transportation Manager

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated November 17, 2020, with respect to the development of a new Active Transportation Manager position within the Environmental and Engineering Services area, BE RECEIVED. (2020-T08/H06)

Motion Passed

12. (3.1) Application By: The Corporation of the City of London - Street Renaming - Portion of Lismer Way Within Plan 33M-786 (Relates to Bill No. 363)

Motion made by: S. Lehman

That, on the recommendation of the Director, Development Services, the proposed by-law, as appended to the staff report dated November 17, 2020, BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2020, to rename the portion of Lismer Way, lying east of Paulpeel Avenue to Part 10 of Plan 33R-20105, within Registered Plan 33M-786, to Lismer Lane; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2020-T05)

Motion Passed

13. (4.1) Blue Community Project/Movement - L. Brown, Blue Community Committee - Request for Delegation Status

Motion made by: S. Lehman

That the request for delegation status from L. Brown, Blue Community Committee, with respect to the Blue Community Project/Movement BE APPROVED for a future meeting of the Civic Works Committee; it being noted that the Civic Administration will bring forward a staff report to coincide with the above-noted delegation; it being further noted that a communication from L. Brown was received with respect to this matter. (2020-E08)

Motion Passed

14. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Civic Works Committee Deferred Matters List, as at November 9, 2020, BE RECEIVED.

Motion Passed

11. (2.9) Active Transportation Infrastructure Plan

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer and the Managing Director, Parks and Recreation, the following actions be taken with respect to the staff report dated November 17, 2020, related to the Active Transportation Infrastructure Plan:

- a) the summary of active transportation infrastructure projects, outlined in the above-noted staff report, that are anticipated to be eligible for submission to available federal/provincial funding programs, including but not limited to the COVID-19 Resilience Infrastructure Stream, BE RECEIVED;
- b) given that the intake for the COVID-19 Resilience Infrastructure Stream is opening imminently and there is a need to act quickly to design, consult on and construct active transportation projects, the Civic Administration BE DIRECTED to submit active transportation projects totaling \$5.5 million to the COVID-19 Resilience Infrastructure Stream; and,
- c) the remaining identified projects BE CONSIDERED for other available federal/provincial funding programs. (2020-T08)

Motion made by: S. Lehman

Seconded by: S. Lewis

That Item 11 (2.9) of the 13th Report of the Civic Works Committee be amended by deleting part b) in its entirety and by replacing it with the following new part b); by adding the following new part c); and by renaming part c) to part d):

- “b) given that the intake for the COVID-19 Resilience Infrastructure Stream (RIS) is opening imminently and there is a need to act quickly to design, consult on and construct active transportation projects and undertake recreational facility upgrade

projects, the Civic Administration BE DIRECTED to submit the following for consideration under the RIS:

- i) active transportation projects totalling \$3.5 million; and,
 - ii) recreational facilities projects totalling \$2 million to upgrade aging HVAC equipment at Carling Arena and the Stronach Community Recreation Centre; it being noted that these upgrades will reduce energy costs, address climate change initiatives and maintain high levels of ventilation;
- c) the Civic Administration BE DIRECTED to take the necessary steps to reallocate the \$2 million of municipal funding currently budgeted for the above-noted HVAC replacement projects for use as the municipal contribution under the Public Transit Stream (PTS) for active transportation projects, resulting in funds being allocated to the above- noted projects through both funding streams; and,”

Yeas: (8): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (7): J. Helmer, M. Cassidy, P. Squire, A. Hopkins, S. Turner, E. Pelosa, and A. Kayabaga

Motion Passed (8 to 7)

Motion made by: S. Lehman

Seconded by: S. Lewis

That Item 11 (2.9), as amended, BE APPROVED.

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

Nays: (3): A. Hopkins, E. Pelosa, and A. Kayabaga

Motion Passed (12 to 3)

Item 11 (2.9), as amended, reads as follows:

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer and the Managing Director, Parks and Recreation, the following actions be taken with respect to the staff report dated November 17, 2020, related to the Active Transportation Infrastructure Plan:

- a) the summary of active transportation infrastructure projects, outlined in the above-noted staff report, that are anticipated to be eligible for submission to available federal/provincial funding programs, including but not limited to the COVID-19 Resilience Infrastructure Stream, BE RECEIVED;
- b) given the intake for the COVID-19 Resilience Infrastructure Stream (RIS) is opening imminently and there is a need to act quickly to design, consult on and construct active transportation projects and undertake recreational facility upgrade projects, the Civic Administration BE DIRECTED to submit the following for consideration under RIS:
 - i) active transportation projects totalling \$3.5 million; and,
 - ii) recreational facilities projects totalling \$2 million to upgrade aging HVAC equipment at Carling Arena and the Stronach Community Recreation Centre; it being noted that these upgrades

will reduce energy costs, address climate change initiatives and maintain high levels of ventilation;

c) the Civic Administration BE DIRECTED to take the necessary steps to reallocate the \$2 million of municipal funding currently budgeted for the above-noted HVAC replacement projects for use as the municipal contribution under the Public Transit Stream (PTS) for active transportation projects, resulting in funds being allocated to the above- noted projects through both funding streams; and,

d) the remaining identified projects BE CONSIDERED for other available federal/provincial funding programs. (2020-T08)

At 5:32 PM, Councillor P. Van Meerbergen leaves the meeting.

8.4 18th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 18th Report of the Strategic Priorities and Policy Committee BE APPROVED.

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

S. Turner discloses a pecuniary interest in any budgetary item regarding the Middlesex-London Health Unit by indicating that he is an employee of that organization and any item pertaining to funding for the Early ON program as his spouse is an employee of an organization dependent on that funding, as these may be addressed in item 4.1 - Tabling of the 2021 Budget Update.

Motion Passed

2. (2.1) Master Accommodation Plan Update and Procurement Process

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer with the concurrence of the City Manager, the following actions be taken with respect to the Master Accommodation Plan Update and Procurement Process:

a) the staff report dated November 17, 2020 BE RECEIVED for information; and,

b) the consulting and design services budget no longer required of \$13 Million previously approved through the 2020-2023 Multi-Year Budget BE RELEASED back to the City Facilities Renewal Reserve Fund; and,

c) it BE NOTED that the Civic Administration will proceed with a competitive procurement process after the update of the Master

Accommodation Plan (MAP) is complete and reviewed by the Municipal Council;

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 15, 2020 from C. Butler with respect to this matter.

Motion Passed

3. (3.1) TechAlliance - Annual Update

Motion made by: J. Helmer

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from C. Fox, CEO, TechAlliance.

Motion Passed

4. (3.2) London Small Business Centre - Annual Update

Motion made by: J. Helmer

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from S. Pellarin, Executive Director, London Small Business Centre.

Motion Passed

5. (3.3) London Economic Development Corporation - Annual Update

Motion made by: J. Helmer

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from K. Lakhotia, President and CEO, London Economic Development Corporation.

Motion Passed

6. (4.1) Tabling of the 2021 Budget Update

Motion made by: J. Helmer

That the following actions be taken with respect to the Draft 2021-Tax-Supported Annual Update and the Draft Water and Wastewater Treatment Budgets Annual Update:

a) the Draft Budget documents BE REFERRED to the 2020-2023 Multi-Year annual budget update process; and,

b) the overview presentation, as appended to the added agenda, by the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer with respect to the 2021 Budget Update BE RECEIVED;

it being noted that the following documents were provided to the Members, and are available on the City website: Draft Tax Supported Budget, 2021 Annual Update and Draft Water and Wastewater & Treatment, 2021 Annual Update.

Motion Passed

7. (4.2) Strategic Plan 2019-2023: Semi-Annual Progress Report

Motion made by: J. Helmer

That the following actions be taken with respect to the Strategic Plan 2019-2023: Semi-Annual Progress Report:

a) the requested delegation, as identified on the public agenda from S. Yeo and D. Bartlett, LCCEWA, BE APPROVED to be heard at the December 16, 2020 Strategic Priorities and Policy Committee meeting; and,

b) that on the recommendation of the City Manager, the report dated November 17, 2020, including the Semi-Annual Progress Report, the 2020 Report to the Community BE RECEIVED for information;

it being noted that the Strategic Priorities and Policy Committee received the Report to the Community 2020 from the Director, Service, Innovation and Performance.

Motion Passed

8. (4.3) Consideration of Appointment to the Audit Committee

Motion made by: J. Helmer

That Councillor J. Helmer BE APPOINTED to the Audit Committee for the term ending November 15, 2022.

Motion Passed

9. (4.4) Resignation from the Elgin Area Primary Water Supply System Joint Board of Management

Motion made by: J. Helmer

That the resignation from Councillor S. Lewis from the Elgin Area Primary Water Supply System Joint Board of Management BE ACCEPTED.

Motion Passed

10. (4.5) Confirmation of Appointments to the Old East Village Business Improvement Area

Motion made by: J. Helmer

That the following individuals BE APPOINTED to the Old East Village Business Improvement Area Board of Management for the term ending November 15, 2022:

Maria Drangova, Board Chair - London Clay Art Centre (returning)
Henry Eastabrook, Board Vice Chair - London Intercommunity Health Centre (returning)
Rob Campbell, Board Treasurer - Property Owner (returning)
Heather Blackwell, Director - Western Fair District (returning)
John Parlow, Director - Whistling Dicks Barbershop (returning)
Jamie Sinden, Director - Love Alchemy Organic Salon (returning)
Grant Maltman, Director - Banting House National Historic Site (returning)
Liliana Sanchez, Director - Totally Unique Custom Design (returning)
Ellie Cook, Director - Property Owner (returning)
Chris Stroud, Director - Bread and Roses Books (newly elected)
Kimberly De Sousa, Director - Libro Credit Union (newly elected)
Michal Hrcir, Director - Homemade Kolache (newly elected)
Jesse Helmer, Municipally Elected Representative (returning)

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 2, 2020 from J. Pastorius, General Manager, Old East Village Business Improvement Area, with respect to the above appointments.

Motion Passed

11. (4.6) Diversity, Race Relations and Inclusivity Award Nominations

Motion made by: J. Helmer

That it BE NOTED that no nominations were submitted for the 2020 Diversity, Race Relations and Inclusivity Awards, it being noted that nominations will remain open for receipt of nominations with a potential announcement at a later meeting date.

Motion Passed

12. (5.1) 2nd Report of the Governance Working Group from its meeting held on November 10, 2020

Motion made by: J. Helmer

That the following actions be taken with respect to the 2nd Report of the Governance Working Group from its meeting held on November 10, 2020:

a) the following actions be taken with respect to the Advisory Committee Review:

i) the report dated November 10, 2020 entitled "Advisory Committee Review - Interim Report III", BE RECEIVED;

ii) the City Clerk BE DIRECTED to report back to the Governance Working Group (GWG) with respect to the next steps required to implement the revised Advisory Committee Structure, as outlined in the report noted in a) above subject to the following modifications:

A) the proposed Environmental & Ecological Committee and Childcare Advisory Committee shall remain as Advisory Committees;

B) a minimum numbers of meetings will be provided for;

C) Experts Panels are to be clarified; and,

D) comments provided by the Governance Working Group with

respect to the proposed revised Advisory Committee Structure be further considered;

iii) the City Clerk BE DIRECTED to consult with the current Advisory Committees with respect to the proposals set out in the staff report subject to the modifications listed in b) above and report back to the GWG with the results of that consultation;

iv) the communication, dated November 8, 2020, from D. Wake regarding this matter BE RECEIVED;

b) the City Clerk BE DIRECTED to report back to the Governance Working Group (GWG) providing an overview of other municipalities' policies and processing with respect to the handling of unsolicited petitions, and to provide draft policies and procedures for the consideration of the GWG with respect to this matter; and,

c) clauses 1.1 and 2.1 BE RECEIVED for information.

Motion Passed

At 5:35 PM, Councillor P. Squire leaves the meeting.

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

Motion made by: E. Pelosa

Seconded by: A. Kayabaga

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce the following emergent motion related to a request for support from Councillor Anna Hopkins of the November 17, 2020 resolution of the Upper Thames River Conservation Authority in response to proposed changes to the *Conservation Authorities Act, 1990* and the *Planning Act, 1990* as set out in Bill 229 – *Protect, Support and Recover from COVID-19 Act*.

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

Absent: (2): P. Squire, and P. Van Meerbergen

Motion Passed (13 to 0)

Motion made by: A. Hopkins

Seconded by: E. Pelosa

WHEREAS the Province of Ontario (the "Province") has introduced Bill 229, *Protect, Support and Recover from COVID-19 Act – Schedule 6 – Conservation Authorities Act, 1990* (the "Legislation");

AND WHEREAS the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal processes and engaging in review and appeal of planning applications;

AND WHEREAS the City of London relies on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulating development and engaging in reviews of application submitted under the Planning Act, 1990;

AND WHEREAS the proposed changes would allow the Minister to make decisions without conservation authorities' watershed data and expertise;

AND WHEREAS the Legislation suggests that the Minister will have the ability to establish standards and requirement for non-mandatory programs which are negotiated between the conservation authorities and municipalities to meet local watershed needs;

AND WHEREAS municipalities require a longer transition time to put in place agreements with conservation authorities for non-mandatory programs;

AND WHEREAS the City of London believes that the appointment of municipal representatives on conservation authorities Boards should be a municipal decision and the Chair and Vice-Chair of the Board should be duly elected;

AND WHEREAS the changes to the 'Duty of Member' contradicts the fiduciary duty of the conservation authorities' board members to represent the best interests of the conservation authorities and their responsibilities to the watersheds;

AND WHEREAS conservation authorities have already been working with the Province development sector and municipalities to streamline and speed up permitting and planning approvals through Conservation Ontario's Client Service and Streamling Initiative;

AND WHEREAS changes to the legislation will create more red tape and costs for the conservation authorities and their municipal partners, and potentially result in delays in the development approval process; and

AND WHEREAS the City of London values and relies on the natural habitats and water resources for the health and well-being of our residents, including the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards and to ensure safe drinking water;

IT THEREFORE BE RESOLVED that the City of London request the following with respect to the Bill 229 – Protect, Support and Recover from COVID-19 Act as it relates to the Conservation Authorities Act, 1990:

- a) the Province of Ontario be requested to work with conservation authorities to address their concerns by amending the proposed changes to the Conservation Authorities Act, 1990 and the Planning Act, 1990;
- b) the Province of Ontario be requested to delay enactment of proposed amendments affecting municipalities' concerns;
- c) the Province of Ontario be requested to provide a longer transition period, up to December 2022, for non-mandatory programs to enable coordination of conservation authorities' municipal budget processes; and
- d) the Province of Ontario be requested to respect the current conservation authorities'/municipalities' relationships; and,
- e) the Province of Ontario be requested to embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed role.

At 5:36 PM, Councillor P. Van Meerbergen and Councillor P. Squire enter the meeting.

At 6:16 PM, Mayor E. Holder places Councillor J. Helmer in the Chair and takes a seat at the Council Board.

At 6:19 PM, Mayor E. Holder resumes the Chair and Councillor J. Helmer takes a seat at the Council Board.

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

That the matter of the Emergent Motion, submitted by Councillor A. Hopkins, with respect to proposed changes to the Conservation Authorities Act, 1990 and the Planning Act, 1990, BE REFERRED to the Planning and Environment Committee meeting of November 30, 2020, for consideration and a recommendation back to the Municipal Council with respect to this matter.

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

Nays: (10): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

Motion Failed (5 to 10)

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

That the following part a) BE APPROVED:

That City of London requests the following with respect to the Bill 229 – *Protect, Support and Recover from COVID-19 Act* as it relates to the *Conservation Authorities Act, 1990* and the *Planning Act, 1990*:

a) the Province of Ontario BE REQUESTED to work with conservation authorities to address their concerns by amending the proposed changes to the *Conservation Authorities Act, 1990* and the *Planning Act, 1990*;

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

Nays: (2): Mayor E. Holder, and P. Van Meerbergen

Motion Passed (13 to 2)

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

That the following part b) BE APPROVED:

b) the Province of Ontario BE REQUESTED to delay enactment of proposed amendments affecting municipalities' concerns;

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins

Seconded by: E. Peloza

That the following part c) BE APPROVED:

c) the Province of Ontario BE REQUESTED to provide a longer transition period, up to December 2022, for non-mandatory programs to enable coordination of conservation authorities' municipal budget processes;

Yeas: (10): S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

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

Motion Passed (10 to 5)

Motion made by: A. Hopkins

Seconded by: E. Peloza

That the following part d) BE APPROVED:

d) the Province of Ontario BE REQUESTED to respect the current conservation authorities'/municipalities' relationships; and,

Yeas: (13): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (2): M. van Holst, and P. Squire

Motion Passed (13 to 2)

Motion made by: A. Hopkins

Seconded by: E. Peloza

That the following part e) BE APPROVED:

e) the Province of Ontario BE REQUESTED to embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed role.

Yeas: (10): S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

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

Motion Passed (10 to 5)

The emergent motion reads as follows:

"That City of London requests the following with respect to the Bill 229 – *Protect, Support and Recover from COVID-19 Act* as it relates to the *Conservation Authorities Act, 1990* and the *Planning Act, 1990*:

a) the Province of Ontario BE REQUESTED to work with conservation authorities to address their concerns by amending the proposed changes to the *Conservation Authorities Act, 1990* and the *Planning Act, 1990*;

b) the Province of Ontario BE REQUESTED to delay enactment of proposed amendments affecting municipalities' concerns;

- c) the Province of Ontario BE REQUESTED to provide a longer transition period, up to December 2022, for non-mandatory programs to enable coordination of conservation authorities' municipal budget processes;
- d) the Province of Ontario BE REQUESTED to respect the current conservation authorities'/municipalities' relationships; and,
- e) the Province of Ontario BE REQUESTED to embrace their long-standing partnership with the conservation authorities and provide them with the tools and financial resources to they need to effectively implement their watershed role."

13. By-laws

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

That Introduction and First Reading of Bill No.'s 359 to 367, including the revised Bill No. 361, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

That Second Reading of Bill No.'s 359 to 367, including the revised Bill No. 361, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

That Third Reading and Enactment of Bill No.'s 359 to 367, including the revised Bill No. 361, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

4. Council, In Closed Session

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

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

4.1 Solicitor-Client Privilege

A matter being considered pertains to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor

and officers or employees of the Corporation; the subject matter pertains to litigation, or potential litigation with respect to an appeal at the Conservation Review Board (“CRB”), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/18/PEC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/18/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/18/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/18/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/18/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/18/CSC)

4.7 Personal Matters/Identifiable Individuals

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2021 Mayor's New Year's Honour List. (6.1/18/SPPC)

4.8 Personal Matters/Identifiable Individuals

A matter pertaining to personal matters about identifiable individuals, labour relations or employee negotiations, including communications necessary for that purpose and, advice and recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation. (6.2/18/SPPC)

Motion Passed

The Council convenes, In Closed Session, at 6:40 PM, with Mayor Holder in the Chair and all Members participating.

At 7:14 PM, the Council resumes in public session, with Mayor E. Holder in the Chair and all Members participating.

9. Added Reports

9.1 18th Report of Council In Closed Session

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

1. Property Acquisition – 92 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director, Environmental and Engineering Services and City Engineer, the Director, Rapid Transit, on the advice of the Manager of Realty Services, with respect to the property located at 92 Wellington Road, further described as Part Lot 25, Broken Front Concession, Geographic Township of Westminster, as in Inst. No. 926827, being all of PIN 08357-0086 (LT), containing an area of approximately 5,365 square feet, as shown on the location map attached, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by Laura Guillen-Campos Garcia (the "Vendor"), to sell the subject property to the City, for the sum of \$360,000.00 BE ACCEPTED, subject to the following conditions:

i) the Vendor agreeing that all existing appliances are to be included (stoves, fridges, dishwashers, washers, dryers). Unless otherwise stated in this agreement or any schedule hereto, the Vendor agrees to convey all appliances included in the purchase price free from all liens, encumbrances or claims affecting the said fixtures and chattels;

ii) the City, or an agent of the City, shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this agreement;

iii) the Vendor agreeing that all buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the City may either terminate this agreement and have all monies paid returned without

interest or deduction, or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion;

iv) the Vendor agreeing to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials. Should this condition not be met at the time of closing, the City reserves the right to delay the closing and / or void this agreement; and

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

2. Property Acquisition – 682-686 Adelaide Street North – Owners: Frank and Gus Pizza Inc. – Adelaide Street CP Rail Grade Separation Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the property located at 682, 684 and 686 Adelaide Street North, further described as Part of Lot 4, Plan 166 (3rd), being All of PIN 08279-0062 (LT), as shown on the location map attached, for the purpose of a future road improvement to accommodate the Adelaide Street CP Rail Grade Separation Project, the following actions be taken:

a) the Settlement Agreement, attached as Schedule "A", submitted by Frank and Gus Pizza Inc., to sell the subject property to the City, for the sum of \$1,195,000.00 BE ACCEPTED, subject to the following conditions:

i) the City agreeing to pay the Vendor's reasonable legal, appraisal costs, accounting fees, including fees, disbursements and applicable taxes, as incurred to complete this transaction;

ii) the City agreeing to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates, pertaining to the existing mortgage;

iii) the City agreeing to pay the Vendor, on closing, the additional sum of \$530,000.00 on account of a business loss pursuant to Section 19 (1) of the Expropriations Act;

iv) the City agreeing to reimburse the Vendor for its reasonable costs incurred to terminate its current employees, in compliance with the Employment Standards Act, as a holdback provision;

v) the City agreeing to reimburse the Vendor for reasonable legal, and other non-recoverable expenditures incurred in acquiring a similar replacement property providing a claim is made within one year of the date of possession; and,

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

3. Property Acquisition – 688 Adelaide Street North – Owners: 1887197 Ontario Inc. – Adelaide Street CP Rail Grade Separation Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the property located at 688 Adelaide Street North, further described as Part of Lot 4, Plan 166 (3rd), being all of PIN 08279-0381(LT) and all of PIN 08279-0382, as shown on the location map attached, for the purpose of a future road improvement to accommodate the Adelaide Street CP Rail Grade Separation Project, the following actions be taken:

a) the offers submitted by 1887197 Ontario Inc., attached as Schedule “A” and Schedule “B”, to sell the subject property to the City, for the sum of \$420,000.00 BE ACCEPTED, subject to the following conditions:

i) the City agreeing to pay the Vendor’s reasonable legal, appraisal costs, accounting fees, including fees, disbursements and applicable taxes, as incurred to complete this transaction;

ii) the City agreeing to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates, pertaining to the existing mortgage; and

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

4. License Renewal Agreement – 380 Wellington Street – City and WMJ (LCC) Holdings Inc. – Corporate Security and Emergency Management Division

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the review and concurrence of the Director, Corporate Security and Emergency Management Division, on the advice of the Manager of Realty Services, the following actions be taken with respect to the License Renewal Agreement for 380 Wellington Street:

a) the License Renewal Agreement (the “License Agreement”), attached as Schedule “A”, between the WMJ (LCC) Holdings Inc., (the “Licensor”), for the non-exclusive right to use a portion of the roof (the “Site”) located at 380 Wellington Street, for a term of five (5) years (the “First Renewal Term”), commencing on the 1st day of January, 2021, and from thenceforth ensuing to be completed and fully ended on the 31st day of December, 2025 BE ACCEPTED;

b) the Licensee shall pay to the Licensor throughout the First Renewal Term a license fee (the “Basic Fee”) as set out below, being a net license fee. Such Basic Fee shall be paid in advance, plus applicable taxes. Without any deduction, abatement or set off and without demand in equal consecutive monthly instalments of \$1,833.33 on the first of each month commencing on the Effective Date. At the beginning of each contractual year during the First Renewal Term the amount of the Basic Fee payable during the previous year shall be increased by the greater of three percent (3%), or the percentile increase in the all items Consumer Price Index (CPI) over the previous year, as established by Statistics Canada for the Province of Ontario; and,

c) section 2(4) of the License Agreement “Option to Renew”, shall be amended by replacing the words “two further periods of five (5) years each” with “four further periods of five (5) years each”. The remainder of Section 2(4) shall remain the same and the parties acknowledge that this Renewal Agreement reflects the Licensee’s exercise of the first renewal under the License Agreement.

5. Property Acquisition – 2 Saunby Street – For Natural Heritage Open Space

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the property municipally known as part of 2 Saunby Street, located on the south side of Saunby Street, directly abutting west side of the Thames River, as shown on the attached location map, further described as, Part Lot 15 & All Of Lot 16 Plan 43(W) As In 672702; Except W23667, Being The Entire Pin 082470126 (LT) In The City Of London, County Of Middlesex containing an area of approximately 0.545 acres, for the purpose of a park acquisition to protect natural heritage features and to the allow the City to connect the

existing pathway systems along the Thames River, the following actions be taken:

a) the offer submitted by Ronald Alfred Falck And Richard Alexander Falck (the "Vendor"), attached as Schedule "A", to sell the subject property to the City, for the sum of \$677,000.00 BE ACCEPTED, subject to the following conditions:

i) the City shall have until January 15th, 2021 to satisfy itself in its sole and absolute discretion as to the title, soil, geotechnical, archaeological and environmental condition of the property;

ii) conditional upon the inspection of the Property by the Purchaser's inspector(s) (the "Inspection") at the Purchaser's own expense, and the obtaining of a report(s) (the "Report") satisfactory to the Purchaser in the Purchaser's sole and absolute discretion until January 15th, 2021;

iii) the Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax). Upon closing, the Purchaser agrees to reimburse the Vendor's appraisal costs as part of this transaction which shall be to a maximum of Four Thousand Five Hundred Dollars (\$4,500.00) CDN (excluding tax);

iv) the agreement shall be completed no later than 4:30 p.m. on February 1st 2021; and

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

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: E. Pelozza

That Introduction and First Reading of Bill No. 358, and the Added Bill No.'s 368 to 371 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Hillier

Seconded by: S. Lewis

That Second Reading of Bill No. 358, and the Added Bill No.'s 368 to 371 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer
Seconded by: P. Van Meerbergen

That Third Reading and Enactment of Bill No. 358, and the Added Bill No.'s 368 to 371 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

That Introduction and First Reading of Bill No. 372, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Motion Passed (13 to 1)

Motion made by: E. Pelozza
Seconded by: M. Cassidy

That Second Reading of Bill No. 372, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Motion Passed (13 to 1)

Motion made by: M. Cassidy
Seconded by: E. Pelozza

That Third Reading and Enactment of Bill No. 372, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Motion Passed (13 to 1)

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

Bill	By-law
Bill No. 358	By-law No. A.-8039-249 - A by-law to confirm the proceedings of the Council Meeting held on the 24th day of November, 2020. (City Clerk)
Bill No. 359	By-law No. C.P.-1553-250 - A by-law to exempt from Part-Lot Control, lands located at 3620 Southbridge Avenue, legally described as Block 124 in Registered Plan 33M-785. (2.3/18/PEC)
Bill No. 360	By-law No. C.P.-1554-251 - A by-law to exempt from Part-Lot Control, lands located at 3740 Southbridge Avenue, legally described as Block 130 in Registered Plan 33M-785. (2.4/18/PEC)
Bill No. 361	(REVISED) By-law No. C.P.-1555-252 - A by-law to regulate the Injuring and Destruction of Trees and to encourage preservation and planting of Trees throughout the City of London. (3.2/18/PEC)
Bill No. 362	By-law No. PS-113-20057 - A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.8/13/CWC)
Bill No. 363	By-law No. S.-6080-253 - A by-law to rename the portion of Lismer Way, from Paulpeel Avenue to Part 10 of Plan 33R-20105 within Registered Plan 33M-786, to Lismer Lane. (3.1/13/CWC)
Bill No. 364	By-law No. S.-6081-254 - A by-law to assume certain works and services in the City of London. (Riverbend West Subdivision; Plan 33M-517). (City Engineer)
Bill No. 365	By-law No. S.-6082-255 - A by-law to assume certain works and services in the City of London. (West Coronation Subdivision, Plan 33M-702). (City Engineer)
Bill No. 366	By-law No. S.-6083-256 - A by-law to assume certain works and services in the City of London. (Huron Subdivision; Plan 33M-745). (City Engineer)
Bill No. 367	By-law No. Z.-1-202892 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 16035 Robin's Hill Road. (3.1/18/PEC)
Bill No. 368	(ADDED) By-law No. A.-8040-257 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Ronald Alfred Falck and Richard Alexander Falck, to sell to the City 2 Saunby St, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/18/CSC)

Bill No. 369	(ADDED) By-law No. A.-8041-258 - A by-law to authorize and approve a License Agreement between The Corporation of the City of London and WMJ (LCC) Holdings Inc. for the licensed use of a portion of the roof located at 380 Wellington Street, in the City of London, and to authorize the Mayor and the City Clerk to execute the License Agreement. (6.4/18/CSC)
Bill No. 370	(ADDED) By-law No. A.-8042-259 - A by-law to authorize and approve the Settlement Agreement and the Agreement of Purchase and Sale, between 1887197 Ontario Inc. and The Corporation of the City of London, for the purchase of all the lands and buildings, comprising of 688 Adelaide Street North, in the City of London, for the Adelaide Street CP Rail Grade Separation Project and to authorize the Mayor and the City Clerk to execute the Agreements. (6.3/18/CSC)
Bill No. 371	(ADDED) By-law No. A.-8043-260 - A by-law to authorize and approve the Settlement Agreement between Frank & Gus Pizza Inc., and The Corporation of the City of London, for the purchase of all the lands and buildings, comprising of 682, 684 and 686 Adelaide Street North, including the compensation for the loss of the business known as Frank & Gus Pizza and Express Laundromat, in the City of London, for the Adelaide Street CP Rail Grade Separation Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/18/CSC)
Bill No. 372	(ADDED) By-law No. A.-8044-261 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Laura Guillen-Campos Garcia, for the acquisition of the property located at 92 Wellington Road, in the City of London, for the Wellington Gateway Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/18/CSC)

14. Adjournment

Motion made by: A. Hopkins

Seconded by: P. Van Meerbergen

That the meeting BE ADJOURNED:

Motion Passed

The meeting adjourns at 7:37 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

Bill No.
2020

By-law No.

A by-law to regulate the Injuring and Destruction of Trees and to encourage preservation and planting of Trees throughout the City of London

WHEREAS Municipal Council has determined that it is desirable to enact a By-law to generally prohibit the Injury and Destruction of Trees within the Urban Growth Boundary that have a diameter of at least 50 cm, and all trees located within Tree Protection Areas, and to allow for the Injury and Destruction of such Trees in limited circumstances with a Permit, and to encourage preservation and planting of Trees throughout the City of London;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended ("*Municipal Act, 2001*") provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 5, Economic, social and environmental well-being of the municipality, including respecting climate change; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 9, Animals;

AND WHEREAS pursuant to subsection 135(1) of the *Municipal Act, 2001*, without limiting sections 9 and 10, a municipality may prohibit or regulate the destruction or injuring of trees;

AND WHEREAS pursuant to subsection 135(7) of the *Municipal Act, 2001*, without limiting sections 9 and 10, a municipality may require that a permit be obtained to injure or destroy trees, and impose conditions to a permit, including conditions relating to the manner in which destruction occurs and the qualifications of persons authorized to injure or destroy trees;

AND WHEREAS subsections 151(1) to (4) of the *Municipal Act, 2001* apply with necessary modifications to a system of licences with respect to any activity, matter or thing for which a by-law may be passed under sections 9 and 10 as if it were a system of licences with respect to a business;

AND WHEREAS subsection 1(1) of the *Municipal Act, 2001* defines "licence" to include a permit;

AND WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the Municipal Council for The Corporation of the City of London is of the opinion that the delegation of legislative powers under this By-law to the City

Engineer and the Hearings Officer including without limitation the power to issue, revoke, suspend and impose conditions on the permit and prescribe operational standards such as the format and content of forms or documents, are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons;

AND WHEREAS sections 429, 431, 444 and 445 of the *Municipal Act, 2001* provide for a system of fines and other enforcement orders;

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

Part 1 SHORT TITLE

1.1 This By-law may be cited as the "Tree Protection By-law".

Part 2 DEFINITIONS

2.1 For the purpose of this By-law:

"Applicant" means the Landowner or the Landowner's authorized representative who, pursuant to this By-law, applies for a Permit;

"Arborist" means an arborist qualified by the Ontario Ministry of Training, Colleges and Universities; a certified arborist with the International Society of Arboriculture; a consulting arborist registered with the American Society of Consulting Arborists; or a Registered Professional Forester;

"Arborist Opinion (Dead Distinctive Tree)" means a written opinion by an Arborist that contains the following:

- (a) the Arborist's opinion that the Tree is a Dead Distinctive Tree as that term is defined;
- (b) correct identification of the location, species and size of the Dead Distinctive Tree;
- (c) a photograph or video of the Tree; and
- (d) the professional accreditation of the Arborist (e.g. International Society of Arboriculture (ISA) Certification Number);

"Arborist Report" means a written report by an Arborist that contains the following:

- (a) correct identification of the location, species, size and condition of Trees;
- (b) states the Arborist's opinion why a Tree should be Injured or Destroyed, and whether it represents Good Arboricultural Practices or Good Forestry Practices;
- (c) describes how the Tree is proposed to be Injured or Destroyed;
- (d) an analysis and description of any reasonable alternatives to the Tree Injury or Destruction or an analysis and description as to why there are no reasonable alternatives to the Tree Injury or Destruction;
- (e) calculation of the number of Replacement Trees based on Schedule A, and suggest the species and location, and if in a Tree Protection Area, the Trees that may be planted or established through appropriate natural regeneration, the number of Replacement Trees that can be planted on the Site;
- (f) if Trees are to be Injured but not Destroyed, description of maintenance strategies and protection measures to be implemented;
- (g) if requested by the City Engineer, further information such as Tree or Trees on adjacent properties that may be affected, and an aerial map representation showing the Critical Root Zone of those Trees; and
- (h) the professional accreditation of the Arborist (e.g. International Society of Arboriculture (ISA) Certification Number);

"Boundary Tree" means a tree having any part of its trunk located on the boundary between adjoining lands. For the purposes of this definition, 'trunk' means that part of the tree from its point of growth away from its roots up to where it branches out to limbs and foliage;

"Building Permit" means a building permit issued under the *Building Code Act, 1992*, S.O. 1992, c. 23, or successor legislation;

"By-Law Enforcement Officer" means a person appointed pursuant to the *Police Services Act*, or any successor legislation, as a Municipal Law Enforcement Officer to enforce the provisions of this By-law;

"City" means The Corporation of the City of London;

"City Engineer" means the person who holds the position of City Engineer for The Corporation of the City of London or their written Designate who is authorized by the City Engineer to act on their behalf in respect of this By-law;

"Conservation Authority" has the same meaning as defined in the *Conservation Authorities Act*, R.S.O. 1990 c.C.27;

"Critical Root Zone" means the area of land within a radius of ten (10) cm from the trunk of a tree for every one (1) cm of trunk diameter;

"Dead Distinctive Tree" means a Distinctive Tree that, as a result of natural causes, is dead or, as a result of natural causes, is in advanced and irreversible decline in health or condition;

"Dead Distinctive Tree Permit" means a permit issued by the City Engineer to permit the Injury or Destruction of a Dead Distinctive Tree;

"Declared Emergency" means a situation or impending situation that has been declared an emergency under the *Emergency Management and Civil Protection Act*, R.S.O. 1990 c.E.9 or successor legislation;

"Designate" means any person acting with express authority conferred in writing by the City Engineer and may include but is not limited to City employees or Qualified Persons hired by the City;

"Destroy" means to cut down, remove, uproot, unearth, topple, burn, bury, shatter, poison, or in any way cause a Tree to die or be killed, or where the extent of Injury caused to a live Tree or disturbance of any part of its Critical Root Zone is such that it is likely to die or be killed, excepting where a Tree and/or its roots are killed by natural causes. The terms "Destroyed" and "Destruction" shall have a corresponding meaning;

"Distinctive Tree" means a Tree that has a Trunk Diameter of 50cm or greater, and that is located on a property within the Urban Growth Boundary, excluding a Tree Protection Area;

"Distinctive Tree Permit" means a permit issued by the City Engineer to permit the Injury or Destruction of a Distinctive Tree or Trees;

"Emergency Services" means the fire, police, or ambulance services when responding to an emergency event;

"Good Arboricultural Practices" means the implementation of the most recent techniques or methods of Tree management as recommended by the International Society of Arboriculture or their successor;

"Good Forestry Practices" has the same meaning as defined in the *Forestry Act* R.S.O. 1990 c. F.26;

“Hearings Officer” means a Hearings Officer appointed under the City’s Hearings Officer By-law A. 6653-121, as amended, or any successor by-law;

“Injure” means to harm, damage or impair the natural function or form of a Tree, including its roots within the Critical Root Zone, by any means excepting injury by natural causes, and includes but is not limited to carving, drilling, injection, exploding, shattering, improper Pruning that fails to meet Good Arboricultural Practices, removal of bark, deliberate introduction of decay fungi , inserting or driving foreign objects into or through the Tree or its roots, soil compaction, root excavation, suffocation, drowning, burying or poisoning. The terms “Injury”, “Injuring” and “Injured” shall have a corresponding meaning;

“Landowner” means a person having title in the land on which the Tree(s) are situated;

“Natural Ground Level” means the unaltered and original level of the soil around the base of a Tree that is supporting or did support the Tree during its early growth and establishment phase; where the ground level varies around the Tree, it shall be measured from the highest part of the soil;

“Normal Farm Practice” means a normal farm practice defined in the *Farming and Food Production Protection Act 1998*, S.O. 1998, c.1.

“Order” means an Order to Discontinue Activity or a Work Order, as the context requires;

“Permit” means a Tree Protection Area Permit or a Distinctive Tree Permit, or a Dead Distinctive Tree Permit, as the context requires;

“Permit Holder” means the Landowner to whom a Permit has been issued;

“Pest” means any thing that is injurious or potentially injurious, whether directly or indirectly, to a Tree, and includes any species that is invasive or new to Canada where the potential for harm is yet unknown or unpredictable;

“Pruning” means the removal of live or dead branches from a standing Tree. The terms “Prune” and “Pruned” shall have a corresponding meaning;

“Qualified Person” means a person who, in the opinion of the City Engineer, has satisfactory qualification, experience, education or knowledge to be an expert in the matter;

“Registered Professional Forester” means a person who is a registered and full member in good standing of the Ontario Professional Foresters Association and has the right to use the designation ‘Registered Professional Forester’ under the *Professional Foresters Act, 2000*, S.O. 2000, C. 18 or successor legislation;

“Replacement Tree” means a tree of a size and type determined by the City Engineer that is required to be planted to replace a tree Destroyed pursuant to a Permit;

“Security” means an agreement between the City and an Applicant where the Applicant arranges an irrevocable letter of credit from a financial institution to specify and lodge a sum of money as determined by the City Engineer as a condition of a Permit;

“Silvicultural Prescription” means an operational plan prepared by a Registered Professional Forester or Qualified Person that describes the existing conditions and the sustainable management objectives for Trees on a Site, and that prescribes the practice of controlling Tree establishment and the composition, growth and quality of Trees to achieve the objectives of management, the methods for managing the Trees and a series of silvicultural treatments and Good Arboricultural Practices that will be carried out to perpetuate Tree cover and establish a free-growing state for Trees that accommodates other resource, environmental and social values as may be identified;

“Site” means the general area where activities subject to this By-law are planned or executed, and in the case of a tract of land that extends over multiple landholdings, each separate landholding is a separate “Site”;

“Swimming Pool Fence Permit” means a swimming pool fence permit issued under the City’s Swimming Pool Fence By-law PS-5, or successor legislation;

“Tree” means a woody perennial plant, whether alive or dead, healthy or unhealthy, including saplings or seedlings and including the root system, where the plant has reached, could reach, or could have reached a height of at least 4.5 metres (15 feet) at physiological maturity;

“Tree Management Plan” means a written plan that sets out the scope, rationale and management intentions for managing an inventory of a Tree or Trees for a year or more. Other names for a Tree Management Plan include ‘Landscape Management Plan’, ‘Tree Protection Plan’, ‘Tree Planting Plan’, ‘Woodland Management Plan’ and ‘Forest Management Plan’;

“Tree Protection Area” means any geographic area of the City that appears as a Tree Protection Area on Schedule B of this By-law;

“Tree Protection Area Permit” means a permit issued by the City Engineer to permit the Injury or Destruction of a Tree or Trees within a Tree Protection Area;

“Trunk Diameter” means the diameter of the trunk of a Tree measured 1.4m above the Natural Ground Level;

“Urban Growth Boundary” means the Urban Growth Boundary as defined in the City’s Official Plan.

2.2. In this by-law, words importing the singular number include the plural and vice versa, unless the context requires otherwise.

Part 3 SCOPE

- 3.1 This By-law applies to private property in the City of London:
- (a) to Trees having a trunk diameter of 50cm or greater measured 1.4m above Natural Ground Level, within the Urban Growth Boundary; and
 - (b) to Trees of any size within a Tree Protection Area.

Part 4 ADMINISTRATION

- 4.1 The administration of this By-law shall be performed by the City Engineer who shall generally perform all of the administrative functions conferred upon them by this By-law.

Part 5 EXEMPTIONS FROM BY-LAW

Exemptions from By-law

- 5.1 This By-law does not apply to:
- (a) activities or matters undertaken by a municipality or a local board of a municipality;
 - (b) activities or matters undertaken under a licence issued under the *Crown Forest Sustainability Act, 1994*;
 - (c) the Injuring or Destruction of Trees by a person licensed under the *Surveyors Act*, to engage in the practice of cadastral surveying or his or her agent, while making a survey;
 - (d) the Injuring or Destruction of Trees imposed after December 31, 2002, as a condition to the approval of a site plan, a plan of subdivision or a consent under

- section 41, 51 or 53, respectively, of the *Planning Act*, or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
- (e) the Injuring or Destruction of Trees imposed after December 31, 2002, as a condition to a development permit or community planning permit authorized by regulation made under the *Planning Act* or as a requirement of an agreement entered into under the regulation;
 - (f) the Injuring or Destruction of Trees by a transmitter or distributor, as those terms are defined in section 2 of the *Electricity Act, 1998*, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
 - (g) the Injuring or Destruction of Trees undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the *Aggregate Resources Act*;
 - (h) the Injuring or Destruction of Trees undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
 - (i) that has not been designated under the *Aggregate Resources Act* or a predecessor of that Act, and
 - (ii) on which a pit or quarry is a permitted land use under a By-law passed under section 34 of the *Planning Act*;
 - (i) the Injuring or Destruction of Trees that are a noxious weed as defined in the *Weed Control Act, R.S.O. 1990, c. W.5* if the Injury or Destruction is being controlled by an appropriate method under the oversight or direction of a Qualified Person and no Trees other than a noxious weed are being Injured or Destroyed;
 - (j) the Injuring or Destruction of Trees undertaken by a Conservation Authority on its own lands or in response to a Declared Emergency;
 - (k) the Injuring or Destruction of Trees at the direction of Emergency Services;
 - (l) Pruning that is necessary to maintain the health and condition of the Tree and is carried out in accordance with Good Arboricultural Practices;
 - (m) Injury or Destruction of a Tree that is not a Distinctive Tree and is not located within a Tree Protection Area;
 - (n) Injury or Destruction of a Tree that is located within a building, a solarium, a rooftop garden or an interior courtyard;
 - (o) Injury or Destruction of a Tree located within an actively managed cultivated orchard, tree farm or plant nursery;
 - (p) Injury or Destruction of a Tree that is an immediate threat to health or safety;
 - (q) Injury or Destruction of the Tree that is required by a Property Standards Order issued under the *Building Code Act*;
 - (r) Injury or Destruction that is a Normal Farm Practice as defined in the *Farming and Food Production Protection Act, 1998, S.O. 1998, c.1.*;
 - (s) Injury or Destruction of a Tree that is located within a cemetery; or
 - (t) Injury or Destruction of a Tree that is located within an actively managed golf course.

Part 6 PROHIBITIONS

Injure or Destroy Tree – Tree Protection Area

- 6.1 Subject to section 5.1 and Part 8, and except under authority of a Permit, no person shall Injure or Destroy a Tree or cause or permit the Injury or Destruction of a Tree in a Tree Protection Area.

Injure or Destroy Tree – Distinctive Tree

- 6.2 Subject to section 5.1 and Part 8, and except under authority of a Permit, no person shall Injure or Destroy a Distinctive Tree or cause or permit the Injury or Destruction of a Distinctive Tree. This section 6.2 shall not apply to a Tree located in a Tree Protection Area and section 6.1 shall apply instead.

Injure or Destroy Tree – Not in Accordance with Permit Conditions

- 6.3 No Permit Holder or person acting under authority of a Permit shall Injure or Destroy a Tree or cause or permit the Injury or Destruction of a Tree unless the Injury or Destruction is carried out in accordance with all conditions of the Permit.

Fail to Protect Tree in Accordance with Permit Conditions

- 6.4 No Permit Holder or person acting under authority of a Permit shall fail to protect a Tree in accordance with all conditions of a Permit.

Fail to Comply with Conditions of Permit

- 6.5 No Permit Holder or person acting under authority of a Permit shall fail to comply with all conditions of a Permit.

Fail to Comply with Order to Discontinue Activity or Work Order

- 6.6 No person who has been issued an Order to Discontinue Activity or a Work Order shall fail to comply with the Order.

Part 7 APPLICATION FOR PERMITS

- 7.1 Applicants for a Permit should refer to Part 8 of this By-law, as Permits are only issued for the grounds set out in section 8.2 (and subject to all applicable requirements in this By-law including sufficient evidence of the grounds) for the Injury or Destruction of a Tree:

Application to City Engineer

- 7.2 (1) Every application for a Permit shall be made to the City Engineer in a format provided by the City Engineer.

Application – Requirements

(2) Every application for a Permit shall include the following:

- (a) the name, municipal address, email address (if available) and telephone number (if available) of the Landowner, and if not the same, the Applicant;
- (b) if the Applicant is not the Landowner, written confirmation that the Applicant is making the application as the Landowner's authorized agent;
- (c) if the Applicant or the Landowner is a corporation, the address of its head office;
- (d) the municipal address and legal description of the land, upon which the Tree or Trees are to be Injured or Destroyed;
- (e) if known, the name, municipal address, email address, and phone number of any contractor anticipated to Injure or Destroy the Tree or Trees;
- (f) for a Dead Distinctive Tree Permit, an Arborist Opinion;
- (g) for a Distinctive Tree Permit or a Tree Protection Area Permit, an Arborist Report;
- (h) for a Distinctive Tree Permit or a Tree Protection Area Permit, where any of the following grounds for the proposed Tree Injury or Destruction apply:
 - (i) an Arborist's written opinion that the Tree is unsafe;
 - (ii) an Arborist's, Professional Engineer's or Insurance Loss Adjuster's written opinion that the Tree is causing or is likely to cause structural damage to load-bearing structures or roof structures;
 - (iii) a "qualified person's" (as defined in the *Environmental Protection Act*, R.S.O. 1990, c. E.19) written opinion that Tree removal is required to remediate contaminated soil;
 - (iv) a Qualified Person's written opinion that the Tree Injury or Destruction is required to install, provide or maintain utilities, water or sanitary wastewater infrastructure required for the construction or use of a building or structure for which a Building Permit has been issued with no reasonable alternative to locating those utilities or infrastructure;
 - (v) an Arborist's written opinion that the Distinctive Tree Injury or Destruction represents Good Arboricultural Practices, or a

Registered Professional Forester's written opinion that the Injury or Destruction of a Tree within a Tree Protection Area represents Good Forestry Practices;

- (vi) a copy of the Building Permit if the Tree Injury or Destruction is required for purposes of a Building Permit;
- (vii) a copy of the Swimming Pool Fence Permit, where one is required, or other evidence that is satisfactory to the City Engineer that a pool is to be installed, if the Tree Injury or Destruction is required for purposes of locating a swimming pool.

Application – Additional Information May be Required

(3) In addition to the requirements in subsection (2), the City Engineer may require the Applicant to provide one or more of the following:

- (a) for a Tree Protection Area Permit, an inventory, tally or estimates from sample plots of the species and size classes of all Trees to be Injured or Destroyed, including a map of the location of sample plots, to the satisfaction of the City Engineer;
- (b) for a Tree Protection Area Permit, a Silvicultural Prescription that complies with Good Forestry Practices and is prepared by a Registered Professional Forester;
- (c) a drawing of the Site showing any proposed development, construction, works, excavation or site alteration that may require the Tree Injury or Destruction, and a schedule for this proposed activity, including start and end dates;
- (d) confirmation of any other matters (past or present Planning applications or otherwise) affecting the land upon which the Tree or Trees are to be Injured or Destroyed;
- (e) a Tree Management Plan, which may be for one or more Trees, prepared by a Qualified Person;
- (f) affidavits in support of an application.

Application – Further Information – Supplied within 60 days

(4) The Applicant must provide any further information requested by the City Engineer under subsection (3) to the City Engineer within 60 days of such request.

Application – Deemed Incomplete

- 7.3 An application that does not contain everything required in subsection 7.2(2) within 60 days of the receipt of the application by the City, or does not contain the information as further required under subsection 7.2 (3) within 60 days of the request, shall be deemed to be incomplete and will not be processed. The City Engineer shall notify the Applicant that the file has been closed for incompleteness.

Application – Permission for City to Inspect

- 7.4 By submitting an application, the Landowner shall be deemed to have granted permission for the City to enter on the Landowner's land for purposes of this By-law.

Boundary Tree

- 7.5 If the Tree to be Destroyed or Injured is a Boundary Tree, all owners of the Boundary Tree or their authorized agents would need to apply for a Permit, otherwise a Permit will not be issued. In the event that the City is an owner of a Boundary Tree (not on the City Boulevard) the written approval of the City Engineer would be required but such approval is entirely at the discretion of the City Engineer.

7.6 Boundary Tree - City Boulevard Tree

If one of the adjoining lands upon which the Boundary Tree is located is City-owned boulevard, then the City's Boulevard Tree By-law will apply and this By-law will not apply.

Part 8 POWERS OF THE CITY ENGINEER

- 8.1 The power and authority to issue a Permit, refuse to issue a Permit, to cancel, revoke or suspend a Permit, to impose terms and conditions on a Permit, including special conditions, are delegated to the City Engineer.

City Engineer – When Permit Shall Issue

- 8.2 The City Engineer shall issue a Permit where all of the following are satisfied:
- (1) the application is complete; and
 - (2) the City Engineer is satisfied that there are no reasonable alternatives to the proposed Tree Injury or Destruction; and
 - (3) the City Engineer has determined, in their discretion, that there are no grounds for refusing to issue a Permit under section 8.3; and
 - (4) the City Engineer is satisfied that one or more of the following grounds for issuing a Permit apply:
 - (a) the Tree is a Dead Distinctive Tree;
 - (b) based on the opinion of an Arborist, it is necessary to remove unsafe Trees;
 - (c) based on the opinion of a Professional Engineer, the Tree or Trees are causing or are likely to cause structural damage to load-bearing structures or roof structures;
 - (d) based on the opinion of a 'qualified person' (as defined in the *Environmental Protection Act*), the Tree Injury or Destruction is required to remediate contaminated soil;
 - (e) based on the opinion of a Qualified Person, the Tree Injury or Destruction is required to install, provide or maintain utilities, water or sanitary wastewater infrastructure required for the construction or use of a building or structure for which a Building Permit has been issued with no reasonable alternative to locating those utilities or infrastructure;
 - (f) the Tree Injury or Destruction is required for purposes of a Building Permit;
 - (g) the Tree Injury or Destruction is required for purposes of locating a swimming pool;
 - (h) based on the opinion of an Arborist, the Distinctive Tree Injury or Destruction represents Good Arboricultural Practices, or based on the opinion of a Registered Professional Forester, the Injury or Destruction of a Tree within a Tree Protection Area represents Good Forestry Practices.
- (5) The City Engineer shall refuse to issue a Permit if (1), (2), (3) and (4) are not satisfied.

City Engineer – May Refuse to Issue Permit, Revoke Permit, Suspend Permit, Impose Conditions on Permit

- 8.3 The City Engineer at their discretion may refuse to issue, may revoke, or may suspend a Permit or impose a term or condition on a Permit on any one or more of the following grounds:
- (a) the species of Tree is an endangered species or threatened species as defined in the *Endangered Species Act, 2007*, S.O. 2007, c. 6, or the *Species at Risk Act*, S.C. 2002, c. 29;
 - (b) the Tree is designated under Part IV of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18;
 - (c) migratory birds are making use of the Tree, or migratory bird nests are in the Tree, as contemplated in the *Migratory Birds Convention Act, 1994*, S.C. 1994, c. 22;
 - (d) the protection and preservation of ecological systems and their functions, including the protection and preservation of native flora and fauna;
 - (e) erosion, flood control and sedimentation of watercourses;

- (f) any information contained in the original application form or any other information provided to the City Engineer has ceased to be accurate and the Applicant, Landowner or Permit Holder has not provided up-to-date accurate information to allow the City Engineer to conclude that the Permit should continue;
- (g) an Applicant or Permit Holder does not meet one or more of the requirements of this By-law or a condition imposed on a Permit;
- (h) the Applicant or Landowner is carrying on activities that are in contravention of this By-law;
- (i) there are reasonable grounds to believe that an application or other documents provided to the City Engineer by or on behalf of the Applicant or Landowner contains a false statement.

City Engineer – Additional Reasons to Revoke

8.4 In addition to section 8.3 above, the City Engineer may revoke a Permit if:

- (a) the Permit was issued in error;
- (b) the Landowner or Permit Holder requests, in writing, that it be revoked;
- (c) the Landowner or Permit Holder fails to comply with any condition of the Permit or this By-law;
- (d) the Permit Holder is no longer the owner of the land while the Permit is still valid or the owner on title to the lands has changed;
- (e) the City Engineer is satisfied that there is a material change in circumstances in connection with or on the Site and the City Engineer is satisfied that the Permit needs to be revoked to avoid further Injury or Destruction of a Tree or Trees.

City Engineer – May Impose Conditions, Special Conditions

8.5 Notwithstanding any other provision of this By-law, the City Engineer may impose terms and conditions on any Permit at issuance or at any time during the term of the Permit, including special conditions, as are necessary in the opinion of the City Engineer to give effect to this By-law.

City Engineer – Permit Decisions – Refuse, Revoke, Suspend, Conditions

8.6 (1) Where the City Engineer is of the opinion that:

- (a) an application for a Permit should be refused;
- (b) a Permit should be revoked;
- (c) a Permit should be suspended for no more than 14 days; or
- (d) a term or condition of a Permit should be imposed;

the City Engineer shall make that decision.

City Engineer – Written Notice of Decision under ss. 8.6(1)

(2) Where the City Engineer has made a decision under subsection 8.6(1) of this By-law, the City Engineer shall give written notice of that decision to the Applicant or Permit Holder by electronic mail or regular mail to the last known address of that person and shall be deemed to have been given on the third day after it is mailed. Written notice to a corporation may be given by registered mail to the address of the corporation's registered head office, or by electronic mail if requested by the corporation.

Contents of Written Decision – Can Appeal

(3) The written notice to be given under subsection 8.6(1) shall:

- (a) set out the grounds for the decision;
- (b) give reasonable particulars of the grounds;
- (c) be signed by the City Engineer; and
- (d) state that the Applicant or Permit Holder is entitled to a hearing by the Hearings Officer if the Applicant or Permit Holder delivers a notice of appeal to the City Clerk, within thirty (30) days after the notice in subsection 8.6(1) is given, and the appeal fee as set out in the Fees and Charges By-law, as amended, and any successor by-law.

No Appeal – Decision Deemed Final

(4) Where no appeal is registered within the required time period, the decision of the City Engineer is deemed to be final. The provisions of the City's Hearings Officer By-law, as amended, and any successor by-law, apply to all hearings conducted by the Hearings Officer.

Permit Voluntarily Surrendered – Revoke – No Notice Required

(5) Despite subsection 8.6(2), where a Permit is voluntarily surrendered by the Permit Holder for revocation, the City Engineer may revoke the Permit without notice to the Permit Holder.

City Engineer – May Make Regulations – Forms, Documents

- 8.7 In addition to any other power, duty or function prescribed in this By-law, the City Engineer may make regulations under this By-law including prescribing the format and content of any forms or other documents required under this By-law.

Copy of Regulations to City Clerk – Available for Public Inspection

- 8.8 The City Engineer shall provide the City Clerk with copies of any regulations made under this By-law. The City Clerk shall maintain a record of all such regulations. The record of all regulations shall be available for public inspection at the office of the City Engineer and the office of the City Clerk during normal business hours.

Part 9 ISSUANCE OF PERMITS

Information on Permits

- 9.1 Every Permit issued under this By-law shall be in the form and manner as provided by the City Engineer and shall include on its face the following information:
- (a) the Permit number;
 - (b) the name of the Permit Holder;
 - (c) the date the Permit was issued and the date it expires;
 - (d) the municipal address of the premises on which the Tree or Trees to be Injured or Destroyed is located;
 - (e) the Tree or Trees that are permitted to be Injured or Destroyed;
 - (f) the nature of the Injury or Destruction.

Permit – Automatic Conditions

- 9.2 Every Permit that is issued is subject to the following conditions of obtaining and continuing to hold a Permit, all of which shall be performed and observed by the Permit Holder and Landowner:
- (a) the Permit Holder shall ensure that the number of living Replacement Trees as determined by the City Engineer, and the species, or choice of species, size and location of Replacement Trees as determined by the City Engineer, are planted on the same Site by the date specified on the Permit;
 - (b) where there is insufficient space on the same Site to plant all the Replacement Trees, the Permit Holder shall plant as many Replacement Trees as the City Engineer determines the Site will allow and the Permit Holder shall forthwith pay the fee as determined by the City Engineer in Schedule A with respect to the number of Replacement Trees that could not be planted due to insufficient space (Fee for Off-Site Tree Planting);
 - (c) the Permit Holder or Landowner shall pay all fees related to this By-law;
 - (d) the Permit Holder or Landowner shall pay all other fees and fines owed by the Permit Holder or Landowner to the City;
 - (e) the Permit Holder or Landowner shall allow, at any reasonable time, the City to inspect the Site;

- (f) the use of the Site is permitted or conforms with the uses permitted under the applicable zoning by-law or is a legal non-conforming use;
- (g) the Permit Holder or Landowner shall meet all of the requirements of this By-law;
- (h) the Permit Holder or Landowner shall ensure that it complies with applicable law including the *Migratory Birds Convention Act, 1994*, and the *Endangered Species Act, 2007*.

Permit – Additional Conditions That May be Imposed

9.3 The City Engineer may impose other conditions on a Permit, including but not limited to:

- (a) the Permit Holder shall ensure that the Injury or Destruction of the Tree is carried out in accordance with Good Arboricultural Practices or Good Forestry Practices;
- (b) the Permit Holder shall ensure that the Injury or Destruction of the Tree is carried out in a particular manner or at or during a particular time;
- (c) the Permit Holder shall ensure that the Permit is posted in a public location for a time period before, during and after the Injury or Destruction of the Tree or Trees;
- (d) the Permit Holder shall ensure that the Injury or Destruction of the Tree is to be carried out by or under the supervision of a Qualified Person;
- (e) the Permit Holder shall ensure that measures are to be implemented to protect any retained Trees for the period the Permit remains valid;
- (f) the Permit Holder shall ensure that the City Engineer is informed within 48 hours of a change of Landowner;
- (g) the Permit Holder shall ensure that a Tree Management Plan satisfactory to the City Engineer is implemented by a required date;
- (h) the Permit Holder shall ensure posting of Security that the City may draw upon in full if the By-law is contravened or if there is a failure in the proper and complete execution of a Permit and its conditions, such that restoration of all or part of the Site has to be done by the City;
- (i) the Permit Holder shall ensure it complies with any requirements to protect or relocate wildlife (including bees) as determined by the City Engineer;
- (j) the Permit Holder shall ensure it implements the Silvicultural Plan or Tree Management Plan submitted with the application to the satisfaction of the City Engineer within a period of time specified by the City Engineer;
- (k) a condition recommended by a Qualified Person that the City Engineer determines is appropriate.

Permit – Valid For Time Issued – 6 Month Maximum

9.4 A Permit issued under this By-law shall be valid only for the period of time for which it is issued. Unless expressly stated on the face of the Permit, all Permits issued under this By-law shall expire 6 months after issuance.

Permit Issuance – Not permission to Contravene Laws

9.5 The issuance of a Permit under this By-law is not intended and shall not be construed as permission or consent by the City for the Permit Holder or Landowner to contravene or fail to observe or comply with any law of Canada, Ontario or any By-law of the City.

Permit – Owned by City – Valid only to Person and Site Named On It

9.6 Every Permit, at all times, is owned by and is the property of the City and is valid only in respect of the person and the Site named on it.

Permit – Cannot be Sold, Transferred, etc.

- 9.7 No Permit issued under this By-law may be sold, purchased, leased, mortgaged, charged, assigned, pledged, transferred, seized, distrained or otherwise dealt with.

Permit – Notify City Engineer if Change of Information

- 9.8 The Permit Holder shall notify the City Engineer of any change in their name, business, home address, Site ownership, or any other information relating to the Permit within fifteen (15) days after such change and, if the City Engineer determines it necessary, shall immediately return their Permit to the City Engineer for amendment.

Requirement to obtain all other approvals required by any level of government

- 9.9 A Permit issued pursuant to this By-law does not preclude the responsibility of the Applicant or Landowner or Permit Holder to obtain all other approvals which may be required by any level of government and agencies.

Part 10 APPEALS – HEARINGS BEFORE THE HEARINGS OFFICER

- 10.1 The power and authority to conduct hearings of appeals under this By-law are delegated to the Hearings Officer.
- 10.2 The provisions of the City's Hearings Officer By-law A.-6653-121, as amended, and any successor by-law, apply to all hearings conducted by the Hearings Officer.
- 10.3 The Hearings Officer may uphold or vary the decision of the City Engineer or make any decision that the City Engineer was entitled to make in the first instance.
- 10.4 The decision of the Hearings Officer is final.

Part 11 ENFORCEMENT

Enforced By

- 11.1 This By-law may be enforced by a By-law Enforcement Officer.

Powers of Entry

- 11.2 The provisions of the City's Inspections By-law A-30, as amended, and any successor by-law, apply to Powers of Entry for the purpose of carrying out inspections.

Prohibition - Hinder or Obstruct By-law Enforcement Officer

- 11.3 No person shall hinder or obstruct or attempt to hinder or obstruct the By-law Enforcement Officer in the discharge of duties under this By-law.

Part 12 POWER TO MAKE ORDERS – REMEDIAL ACTION

Order to Discontinue Activity

- 12.1 (1) Where a By-law Enforcement Officer is satisfied that a contravention of this By-law has occurred, the By-law Enforcement Officer may make an Order to Discontinue Activity requiring the person who contravened the By-law or a person that caused or permitted a contravention of the By-law or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity.
- (2) The Order to Discontinue Activity shall set out reasonable particulars of the contravention adequate to identify the contravention, the location of the land on which the contravention occurred, and the date and time by which there must be compliance with the Order to Discontinue Activity.

Work Order

12.2 (1) Where a By-law Enforcement Officer is satisfied that a contravention of this By-law has occurred, the By-law Enforcement Officer may make a Work Order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention.

(2) A Work Order shall set out reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred, and the work to be done and the date by which the work must be done.

Service of Order to Discontinue Activity or Work Order

12.3 (1) An Order to Discontinue Activity or Work Order may be served personally by the By-law Enforcement Officer, may be sent by registered mail to the person contravening the By-law, or may be posted in a conspicuous place on the property where the contravention occurred.

(2) Where an Order to Discontinue Activity or Work Order under this By-law is served personally by the By-law Enforcement Officer, it shall be deemed to have been served on the date of delivery to the person or persons named.

(3) The posting of the Order to Discontinue Activity or Work Order at the Site shall be deemed to be sufficient service of the Order to Discontinue Activity on the person or corporation to whom the Order to Discontinue Activity is directed on the date it is posted.

(4) Where an Order to Discontinue Activity or Work Order issued under the By-law is sent by registered mail, it shall be sent to the last known address of one or more of the following, as applicable:

- (a) the Applicant;
- (b) the Permit Holder;
- (c) the Landowner;
- (d) the person contravening the By-law;
- (e) the person or company undertaking the Injury or Destruction,

and shall be deemed to have been served on the fifth day after the Order to Discontinue Activity or Order is mailed.

12.4 Remedial Action

If a person is required, under a Work Order under this By-law, to do a matter or thing, then in default of it being done by the person so required to do it, the matter or thing may be done at the person's expense under the direction of a By-law Enforcement Officer.

12.5 The City may recover the costs of doing a matter or thing under section 12.4 from the person required to do it, by adding the costs to the tax roll for the subject land and collecting them in the same manner as property taxes.

12.6 The amount of the costs under section 12.4, including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien.

Part 13 PESTS - INSPECTION – REMOVAL OF INFESTED TREES

Inspection for Presence of Asian Long-Horned Beetles and Other Serious Pests; Removal of Infested Trees

13.1 The City Engineer is authorized to inspect for the presence of Asian Long-Horned Beetles and other Pests that may create serious widespread economic or ecological harm, and to remove such infested trees, on all public and private property, with the consent of the property owner.

13.2 Inspection for Pests; Right to Enter Private Property – Consent Not Required

Where the City Engineer has been designated as an “inspector” by the President of the Canadian Food Inspection Agency under section 13 of the *Canadian Food Inspection Agency Act*, S.C. 1997, c.6 for the purposes of enforcing the *Plant Protection Act*, S.C. 1990, c.22, the City Engineer has the authority to inspect for the presence of Pests and to take action including the removal of trees on all public and private property, with or without the consent of the property owner, if it is in accordance with the *Plant Protection Act*.

Part 14 OFFENCES AND PENALTIES

Offences

14.1 Any person who contravenes any provision of this By-law, or an Order to Discontinue Activity, or a Work Order, is guilty of an offence.

14.2 A director or officer of a corporation who knowingly concurs in the contravention of any provision of this By-law is guilty of an offence.

Penalties – Minimum and Maximum

14.3 A person convicted under this By-law is liable to a minimum fine of \$500.00 and a maximum fine of \$100,000.00, where the fine is not a set fine.

Penalties – Continuing Offence

14.4 Contravention of an Order to Discontinue Activity or a Work Order is a continuing offence, and a person who is convicted of an offence under this By-law is liable, for each day or part of a day that the offence continues, to a minimum fine of \$500 and a maximum fine of \$10,000 and the total of all daily fines for the offence is not limited to \$100,000.

Penalties – Special Fines

14.5 A person convicted under this By-law is liable to a special fine of maximum \$200,000.00 which may be imposed in addition to the regular fine, to eliminate or reduce any economic advantage or gain from contravening the By-law.

Court Order - Additional Order to Discontinue or Remedy – s. 431 *Municipal Act, 2001*

14.6 Under section 431 of the *Municipal Act, 2001*, when this By-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by the By-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order:

- (a) prohibiting the continuation or repetition of the offence by the person convicted; and
- (b) in the case of a by-law described in section 135 of *Municipal Act, 2001*, requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

Part 15 MISCELLANEOUS

Transition

15.1 Any Permit issued under the provisions of By-law C.P.-1515-228 that has not expired or been revoked as of the date of this By-law coming into force shall be deemed to have been issued under this By-law and will be valid until such Permit is revoked, surrendered or expires.

Repeal

15.2 The Tree Protection By-law C.P.-1515-228 passed on August 30, 2016 is repealed.

Coming into force

15.3 This By-law shall come into force and effect on March 1, 2021.

Passed in Open Council on November 23, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – (Insert Council Meeting Date)
Second Reading – (Insert Council Meeting Date)
Third Reading – (Insert Council Meeting Date)

Schedule A

Calculation of Number of Distinctive Tree Replacement Trees & Calculation of Fees for Off-Site Tree Planting (insufficient space on Site to plant Replacement Trees)

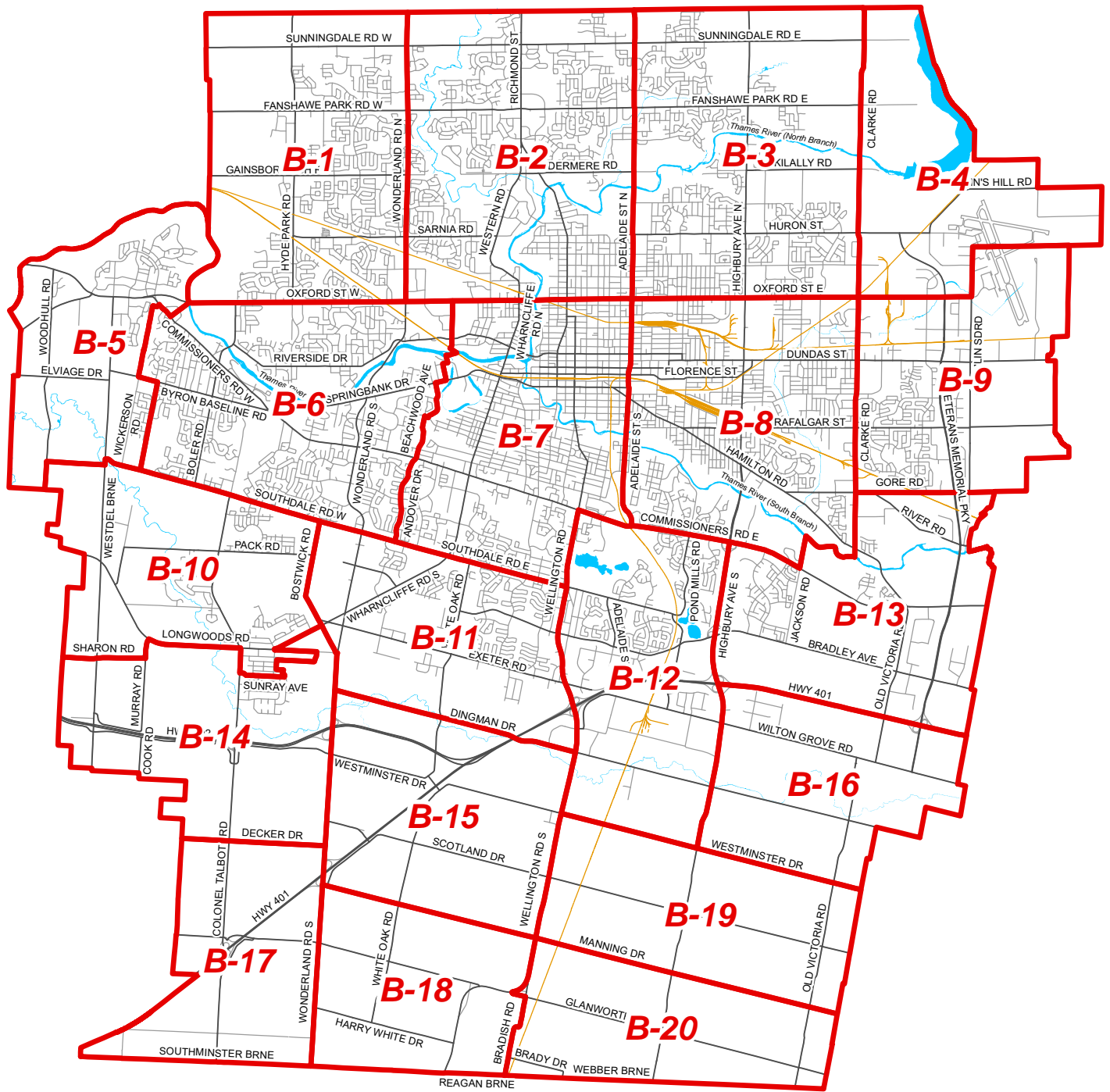
1. For the purposes of subsection 9.2(a) of this By-law with respect to a Distinctive Tree Permit, the City Engineer shall determine the number of living Replacement Trees that will be required based on the chart below. The diameter of the Tree to be Destroyed under a Distinctive Tree Permit, as set out in Column 1, shall correspond to the number of Replacement Trees required, as set out in Column 2.
2. For the purposes of subsection 9.2(b) of this By-law with respect to a Distinctive Tree Permit, where there is insufficient space on the same Site to plant all of the number of Replacement Trees as calculated for 9.2(a) of this By-law, the Permit Holder shall plant as many Replacement Trees as the site will allow as determined by the City Engineer, and with respect to the number of Replacement Trees that could not be planted due to insufficient space, the City Engineer shall calculate the amount of the fee by multiplying the number of Replacement Trees that could not be planted on site due to insufficient space by \$350 per tree. The diameter of the Tree to be Destroyed under a Distinctive Tree Permit, as set out in Column 1, shall correspond to the number of Replacement Trees, as set out in Column 2.

Column 1: Trunk Diameter of Distinctive Tree Destroyed	Column 2: Number of Replacement Trees Required
50 cm	1
51-60 cm	2
61-70 cm	3
71-80 cm	4
81-90 cm	5
91-100 cm	6
101-110 cm	7
111-120 cm	8
121-130 cm	9
131-140 cm	10
>141cm	11

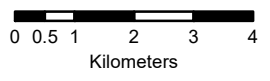
*NOTE: does not apply to Dead Distinctive Tree Permit

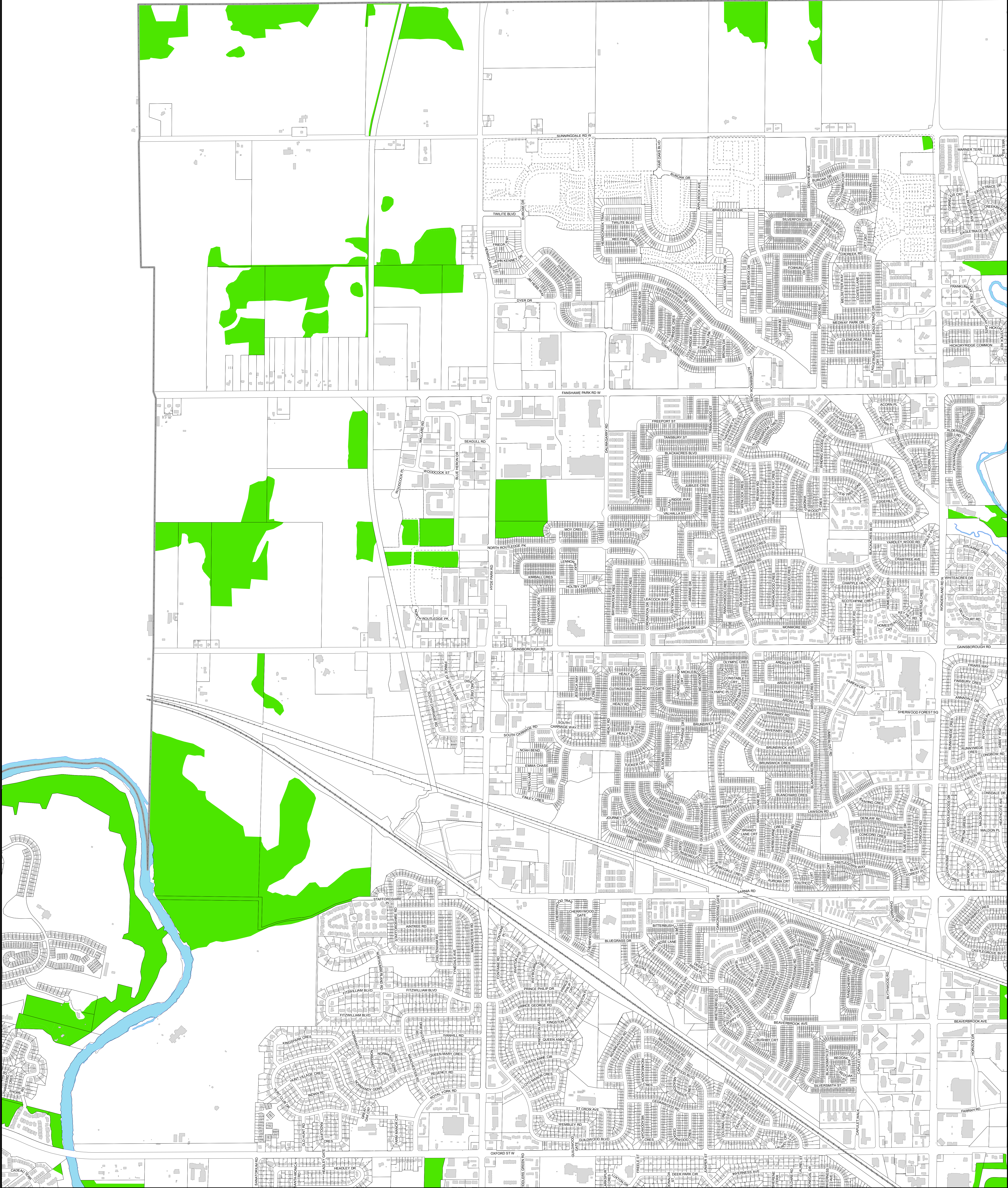
Schedule B

Tree Protection Area (TPA) Maps insert here.....



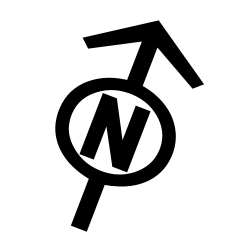
**CITY OF LONDON
TREE PROTECTION BY-LAW
SCHEDULE B
INDEX MAP**



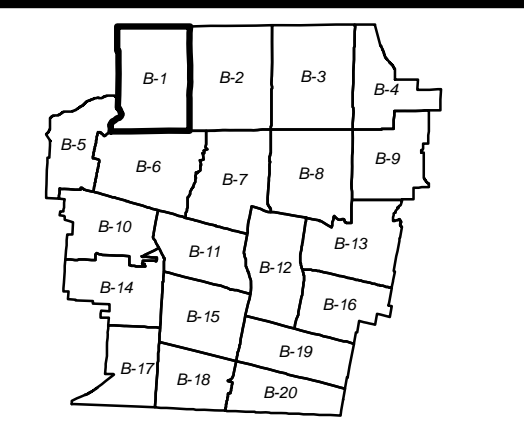


 Tree Protection Area

KEY MAP
B-1
 1:6,500
 0 100 200 400
 Meters

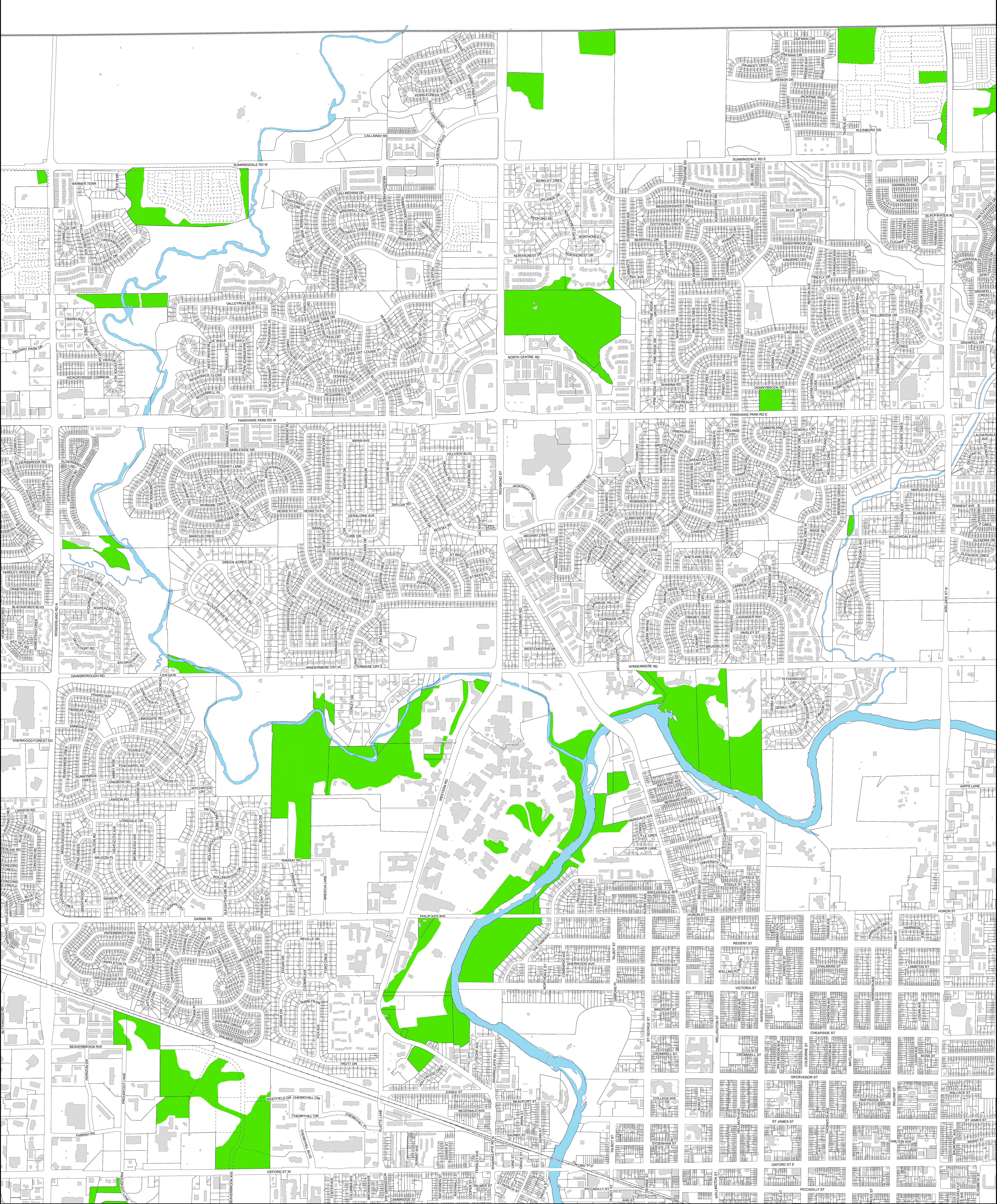


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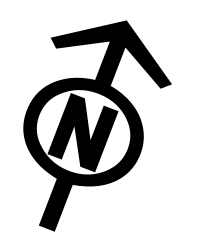
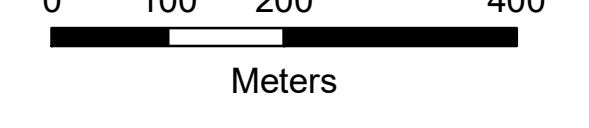
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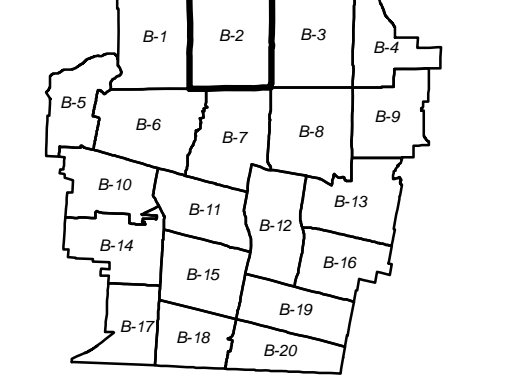
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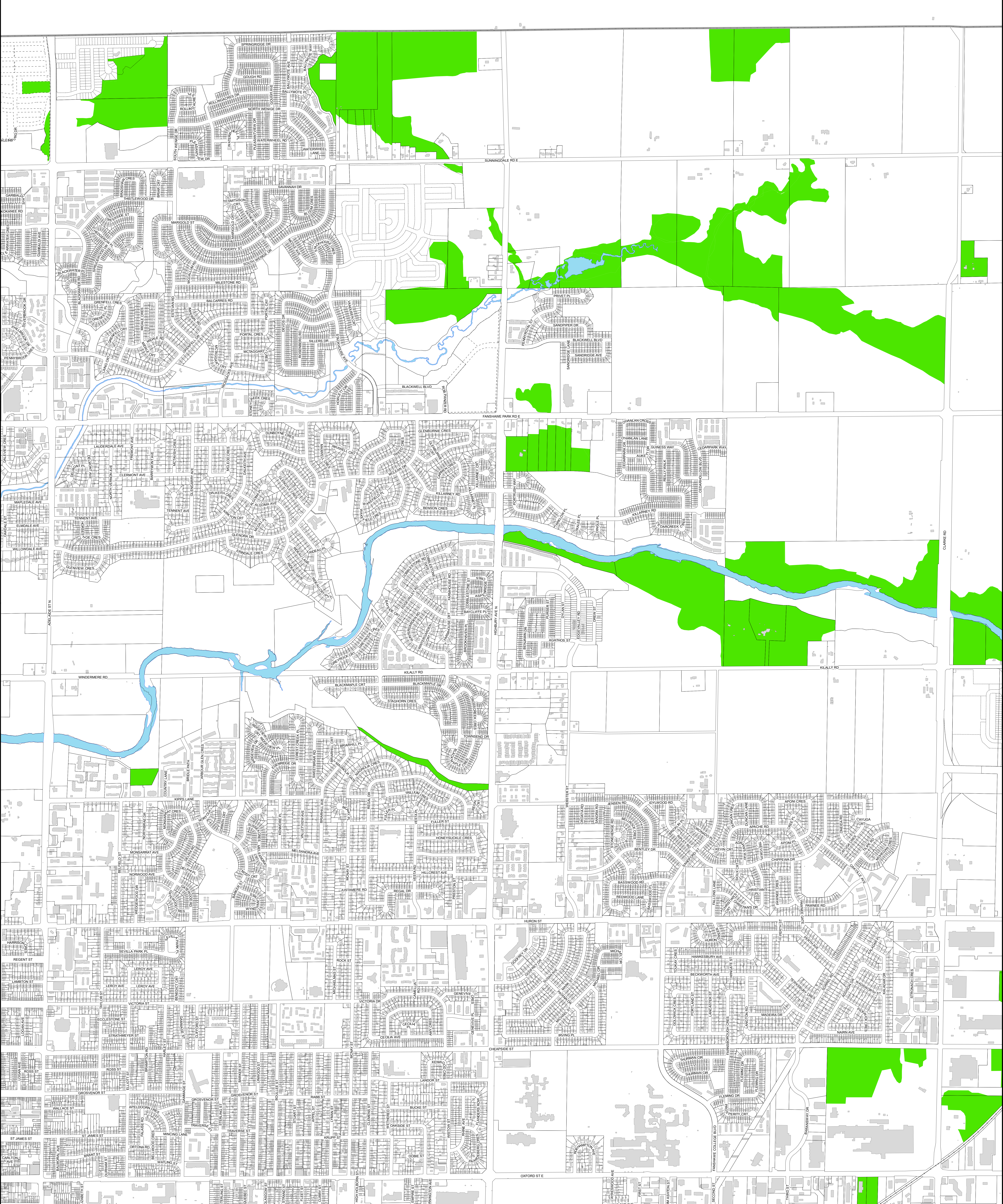
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B-2

1:6,500



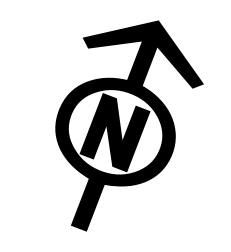
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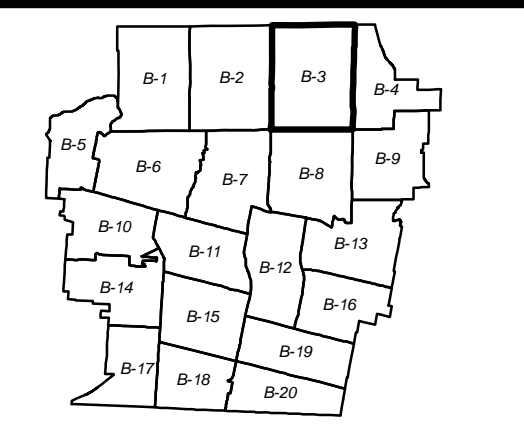


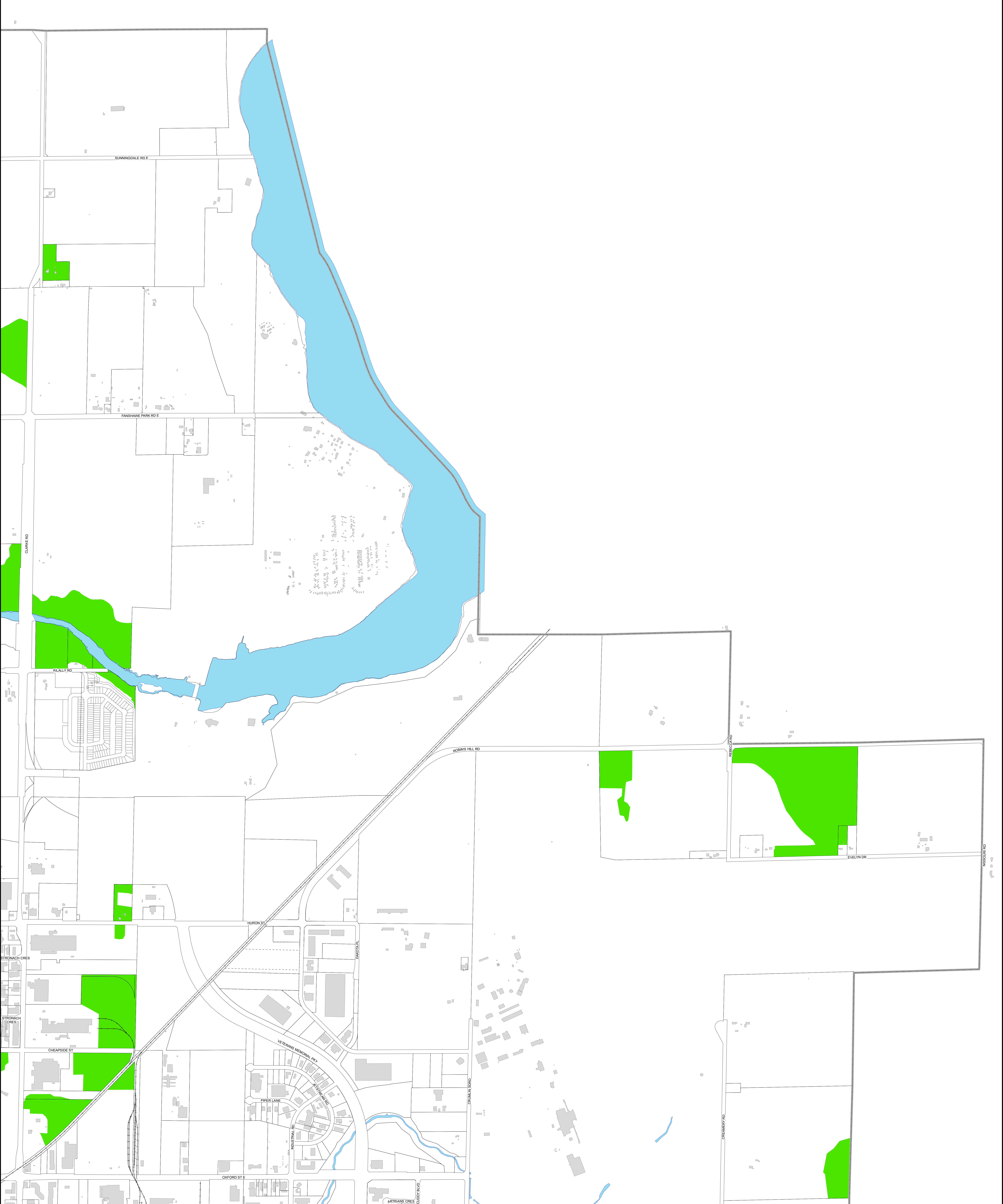
 Tree Protection Area

KEY MAP
B-3
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 0 100 200 400
 Meters

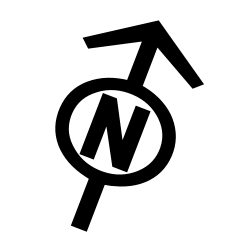


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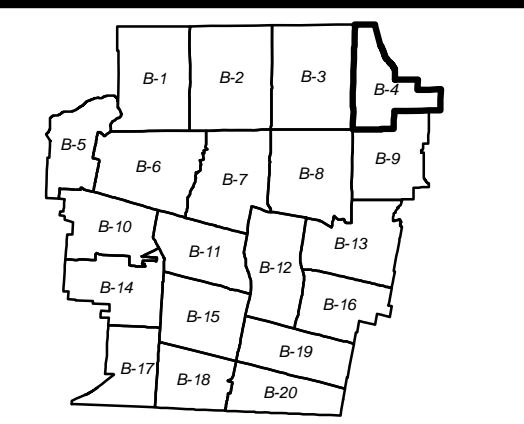


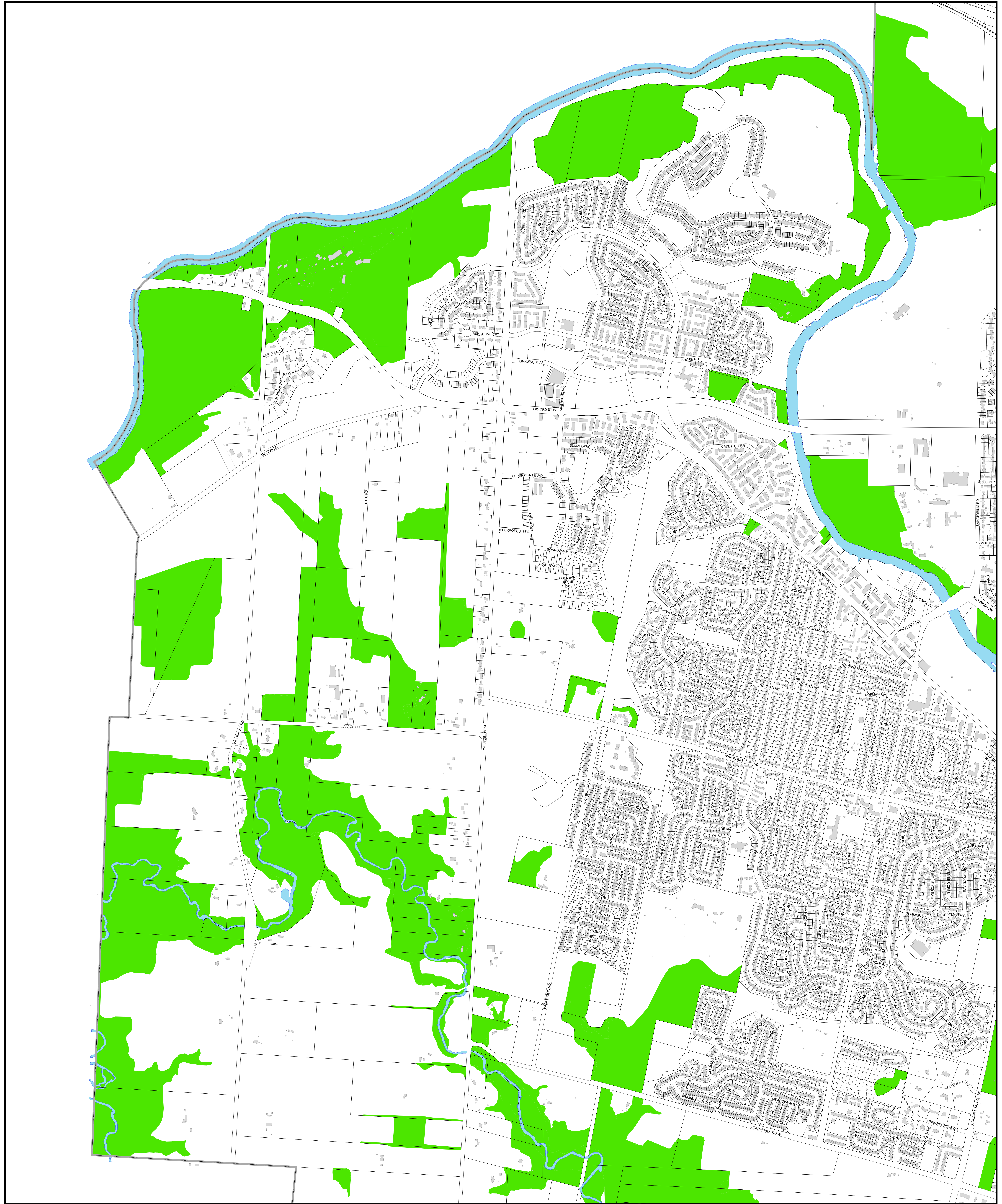


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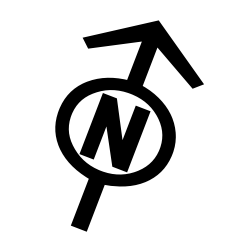




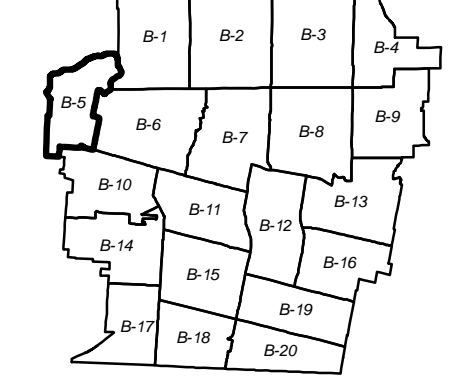
 Tree Protection Area

KEY MAP
B-5

1:6,500
0 100 200 400
Meters



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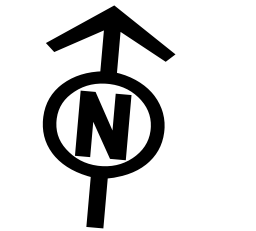
**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B
as of October 26, 2020



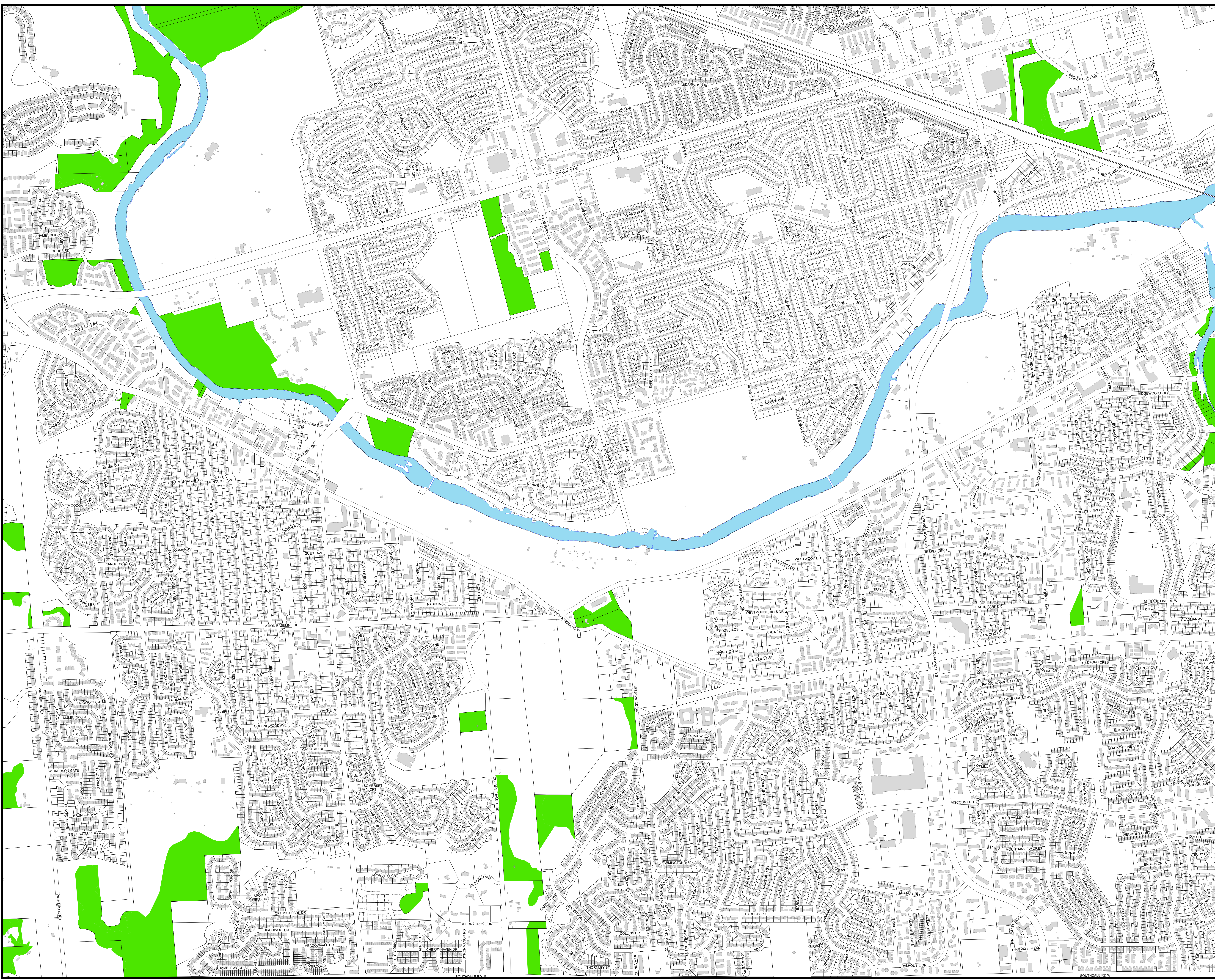
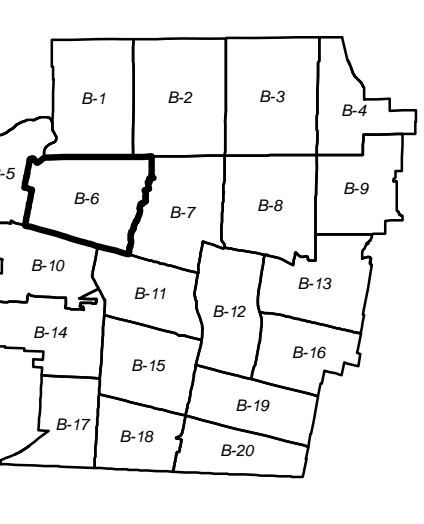
Tree Protection
Area

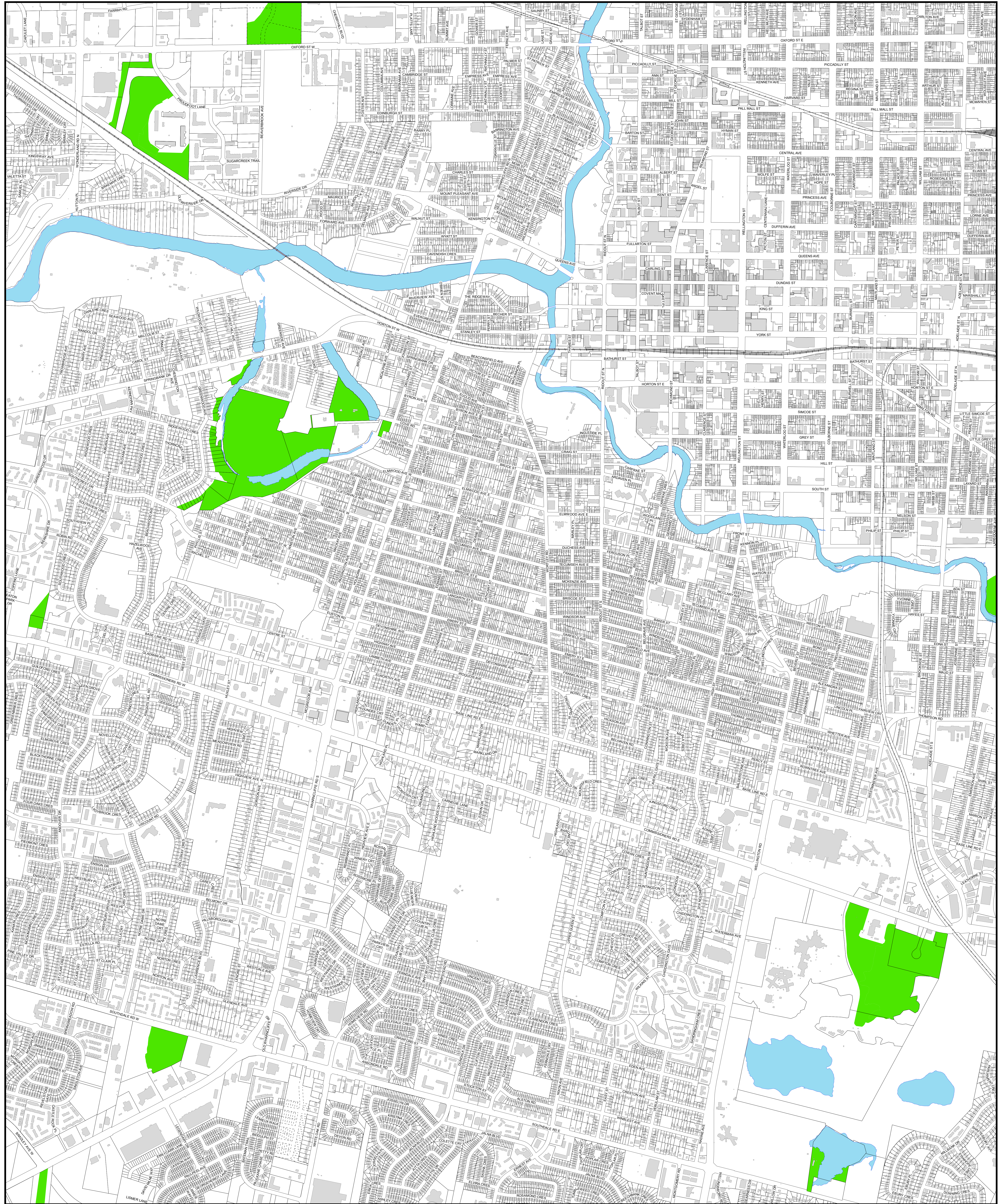
**KEY MAP
B-6**



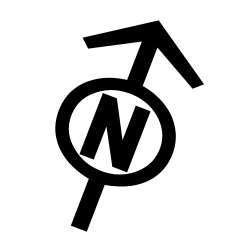
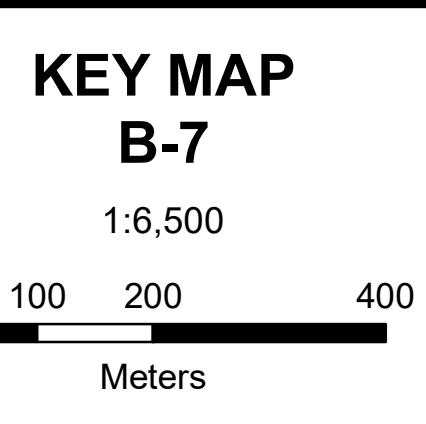
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Meters

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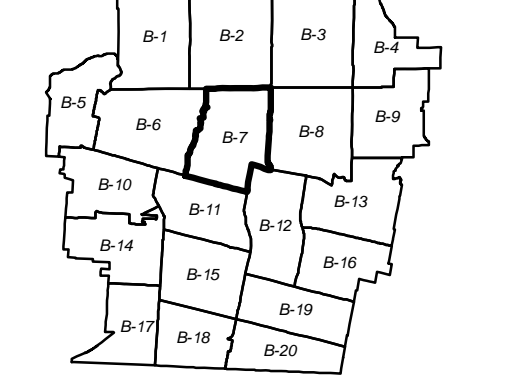


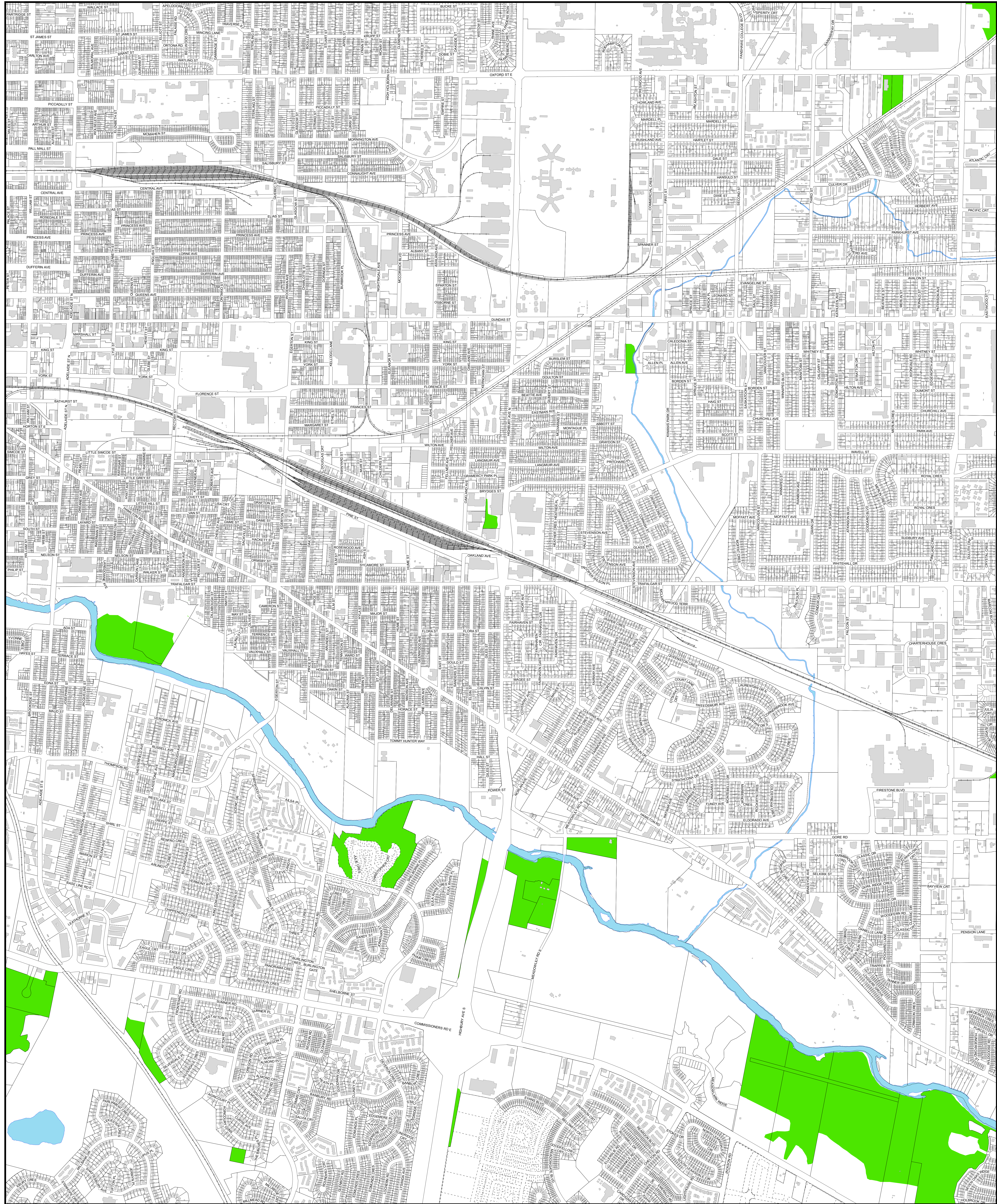


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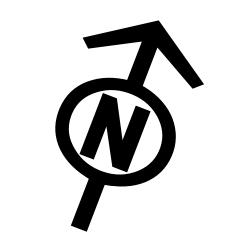




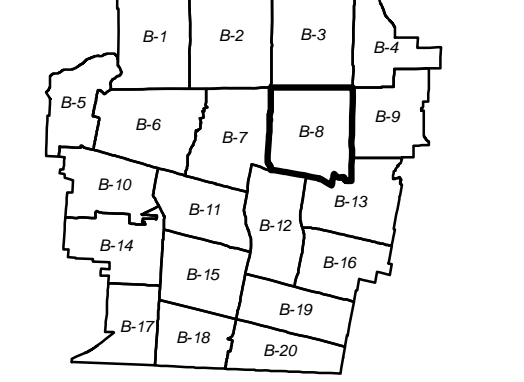
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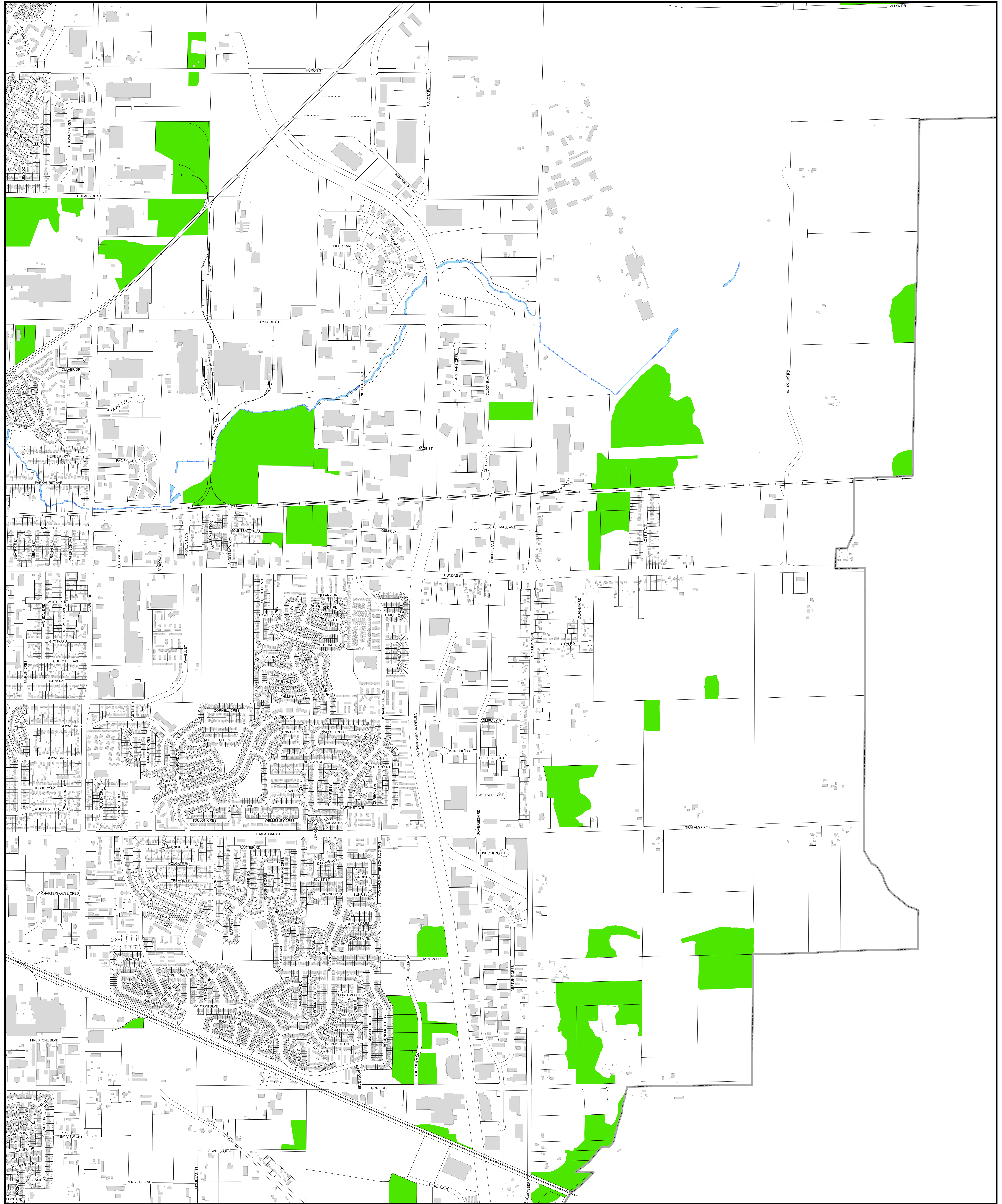
KEY MAP
B-8

1:6,500
 0 100 200 400
 Meters



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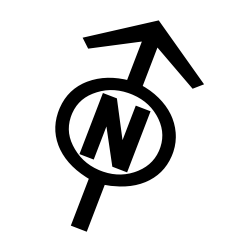




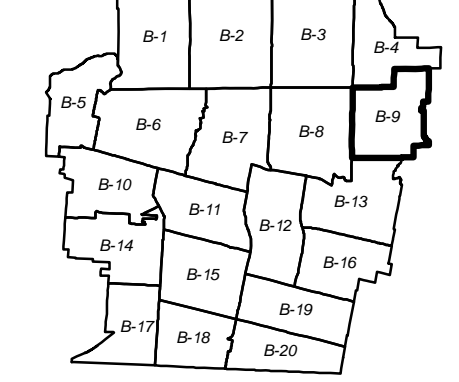
 Tree Protection Area

KEY MAP
B-9

1:6,500
 0 100 200 400
 Meters



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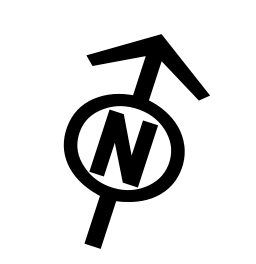
London
CANADA

**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B
as of October 26, 2020

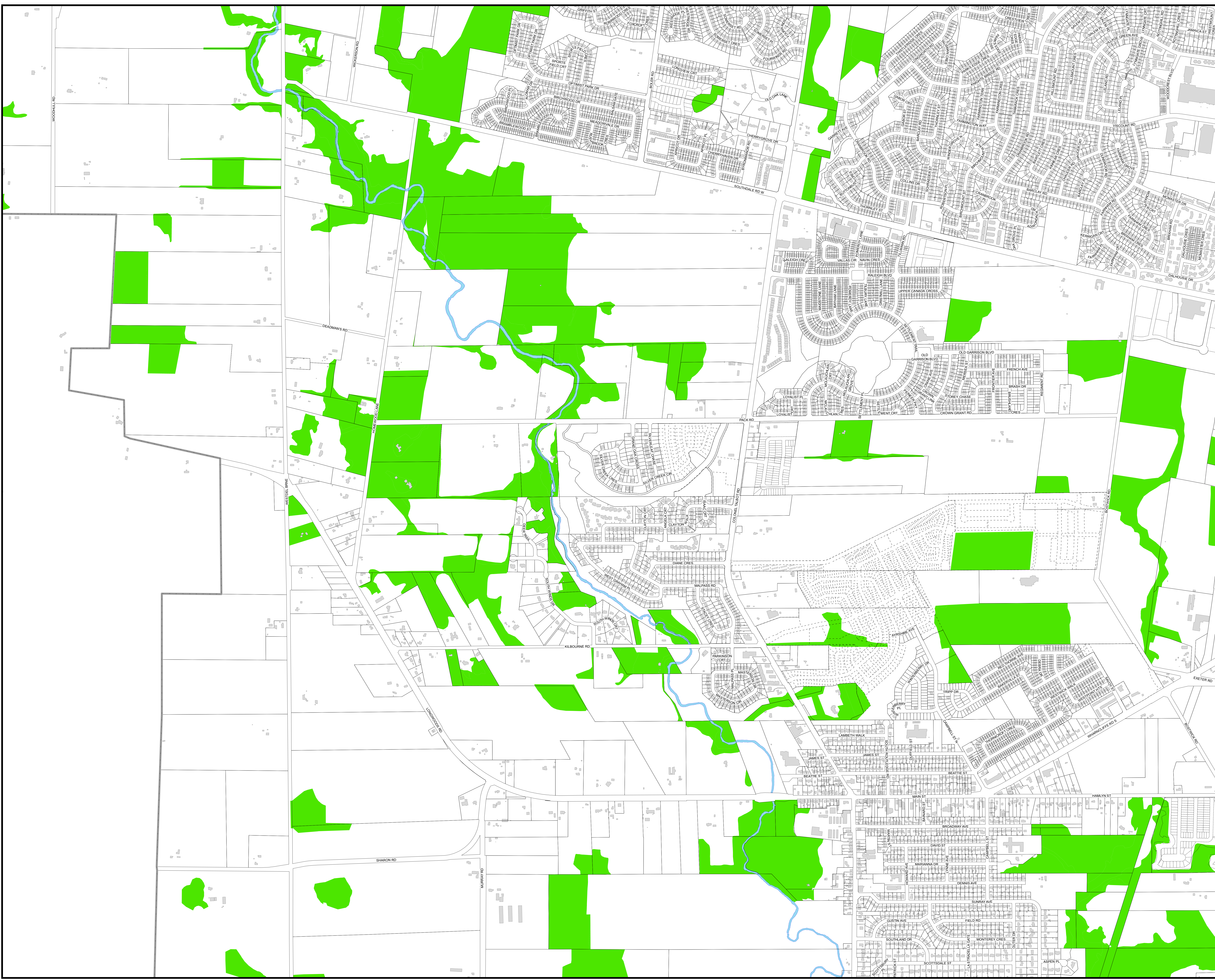
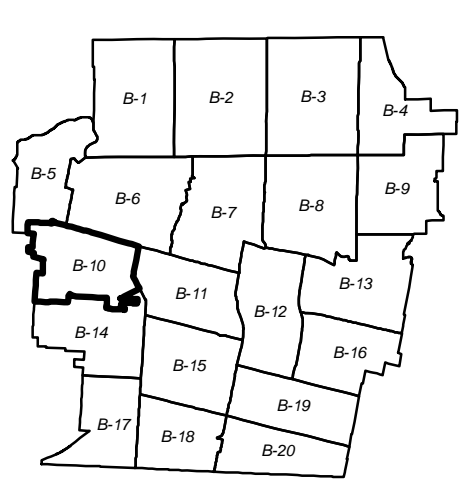
 Tree Protection Area

**KEY MAP
B-10**



1:6,500
0 50 100 200
Meters

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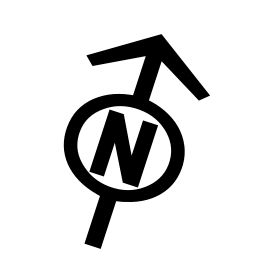
London
CANADA

**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B
as of October 26, 2020

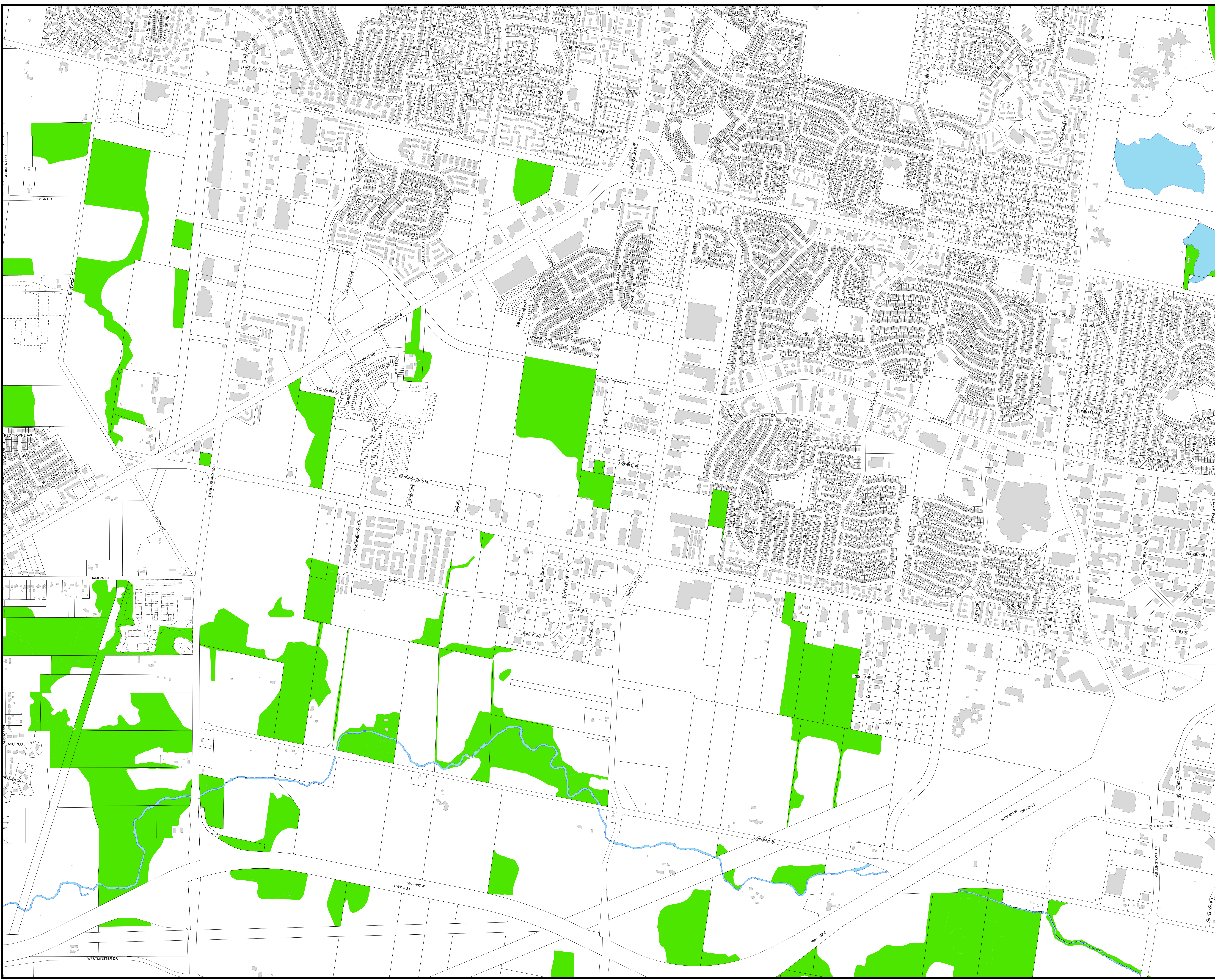
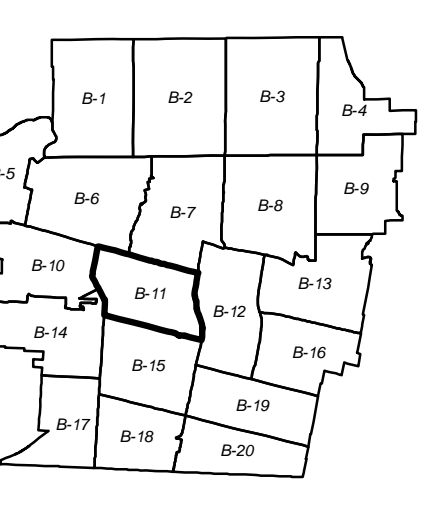
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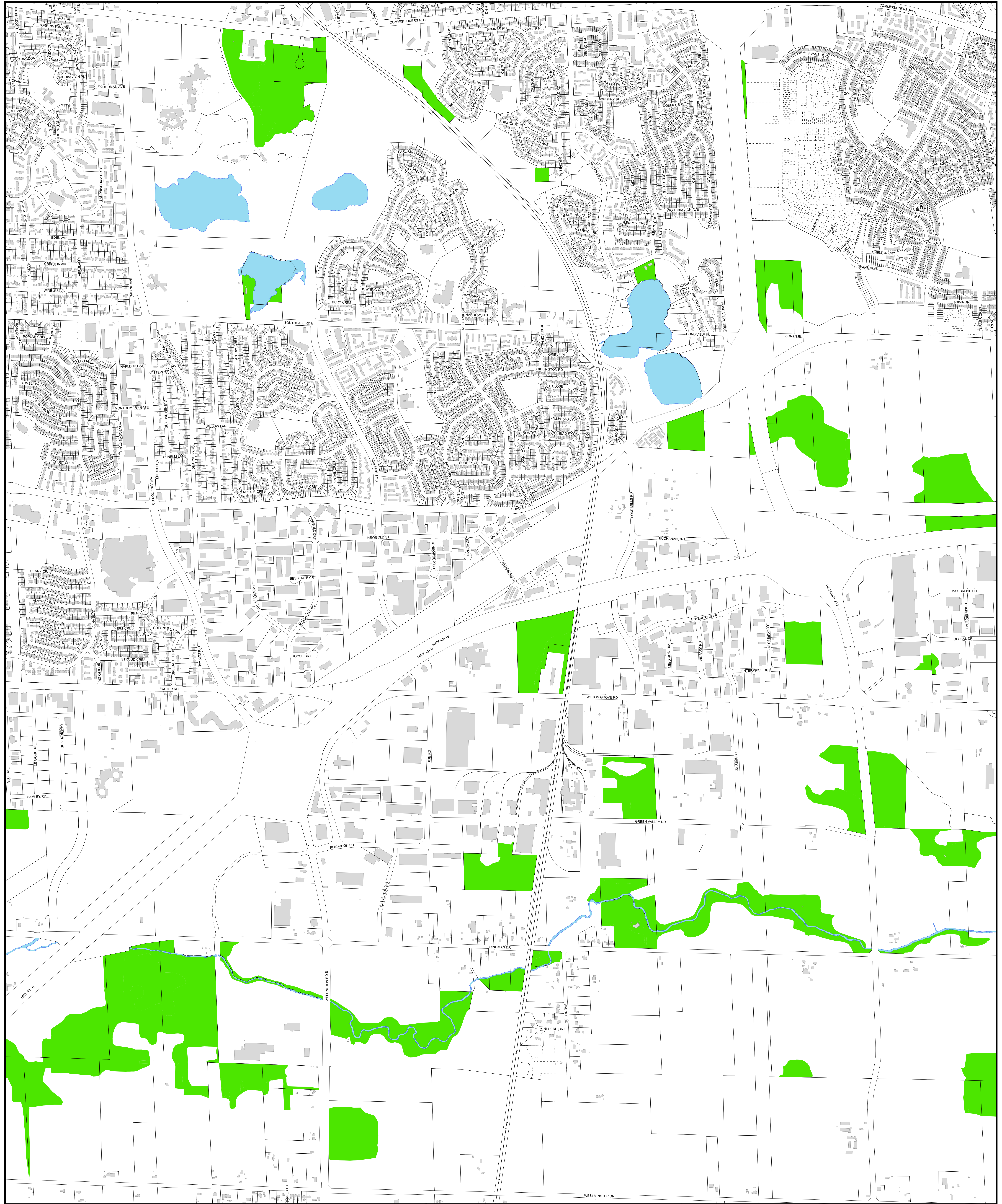
**KEY MAP
B-11**



1:6,500
0 50 100 200
Meters

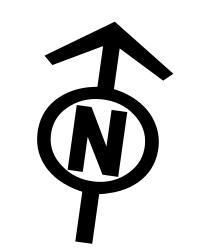
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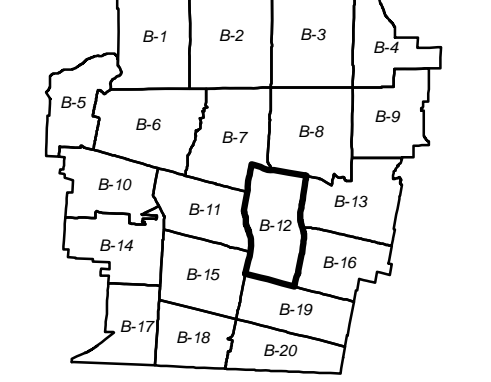


 Tree Protection Area

KEY MAP
B-12
 1:6,500
 0 100 200 400
 Meters



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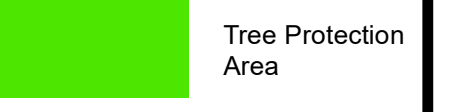


London
CANADA

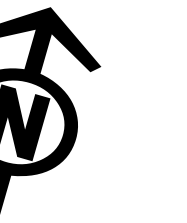
**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B

as of October 26, 2020



**KEY MAP
B-13**

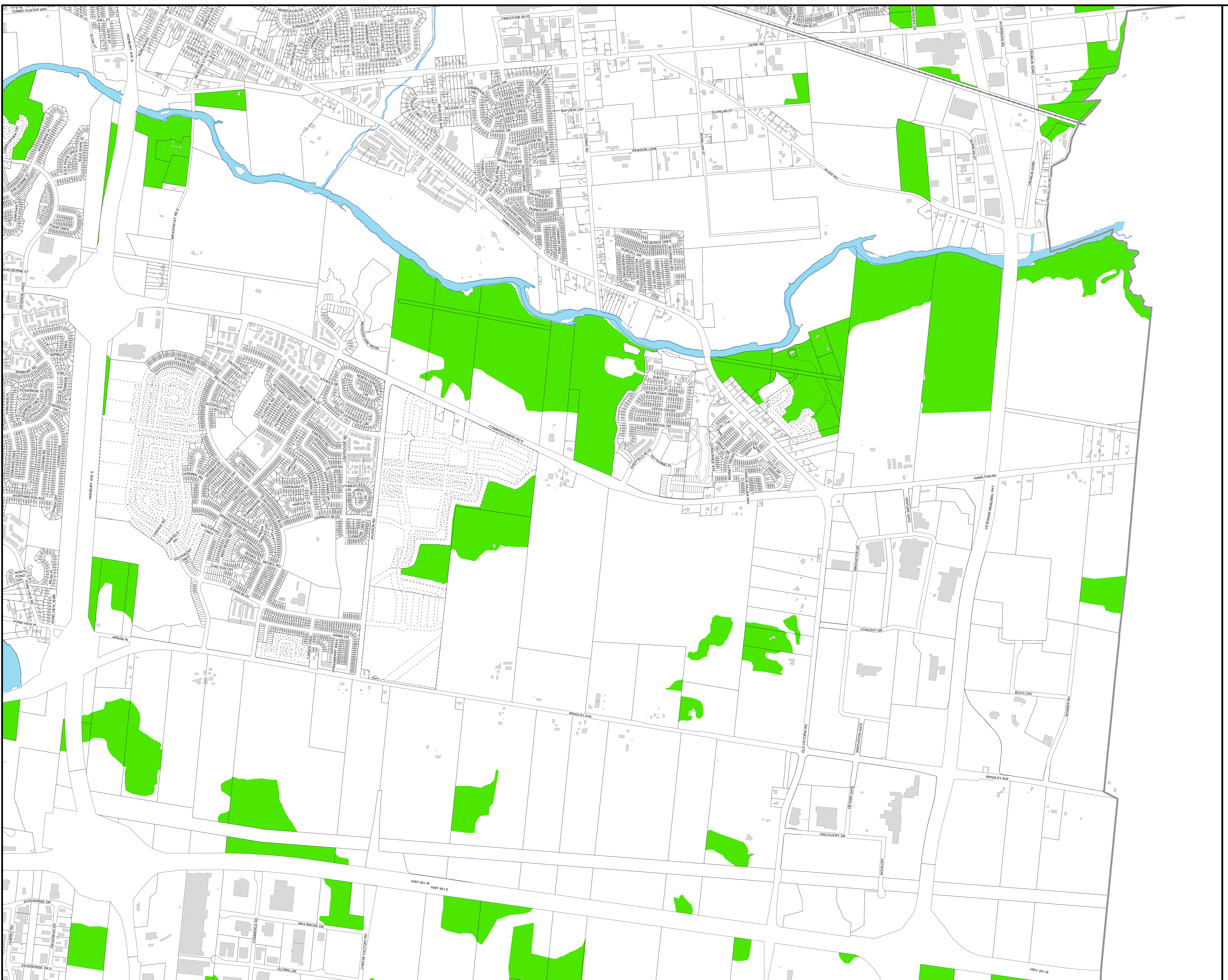
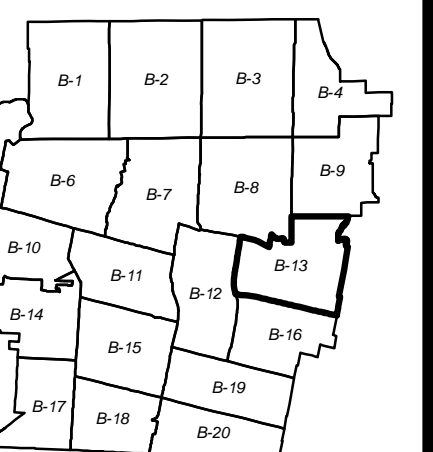


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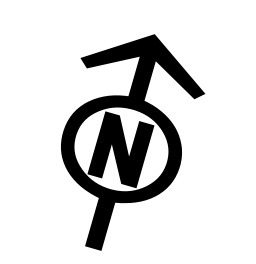
**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B

as of October 26, 2020

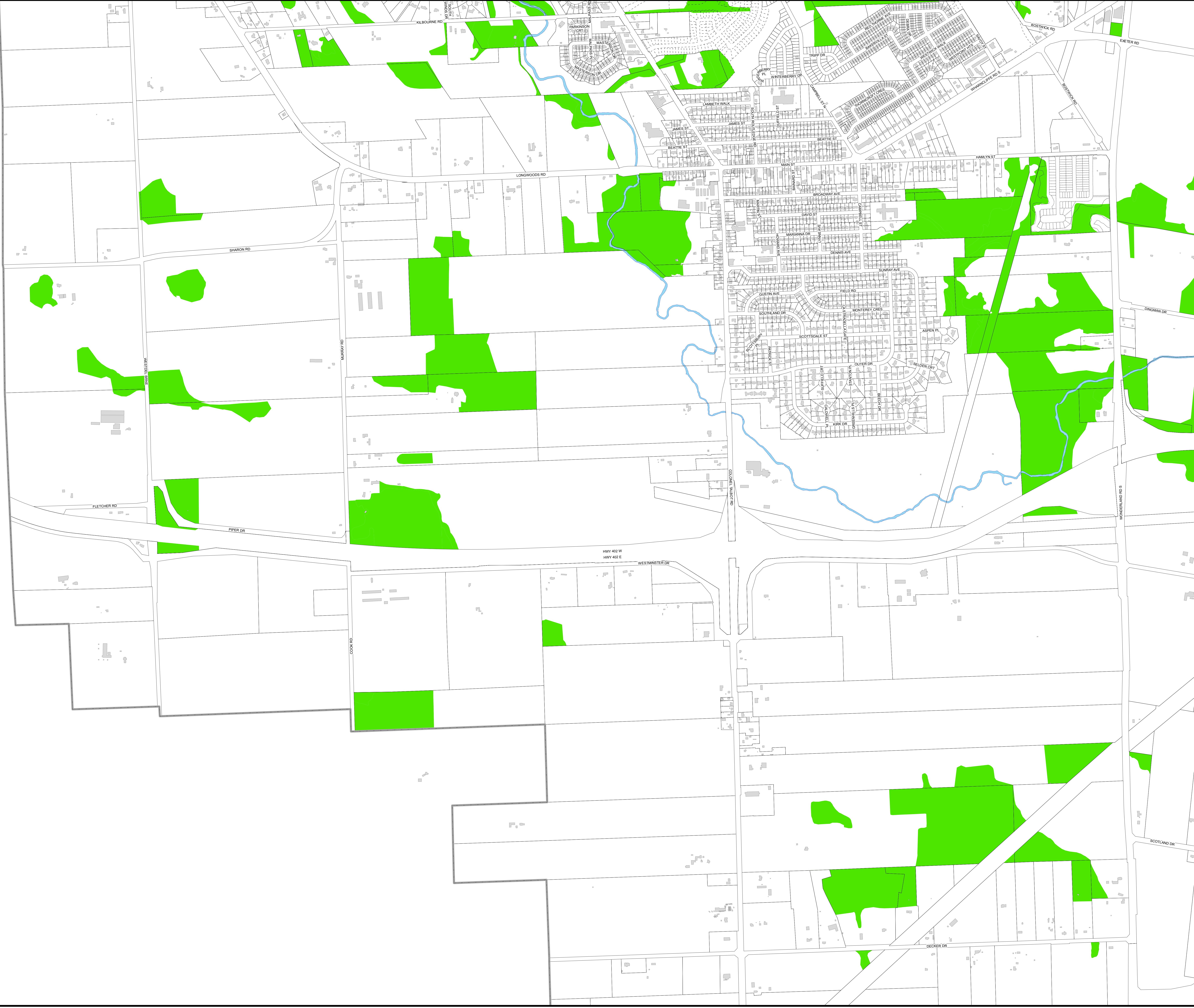
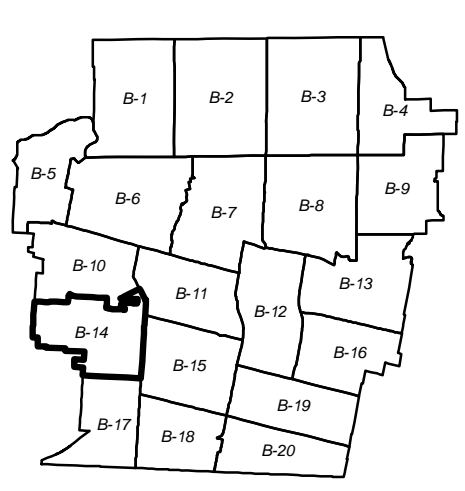
Tree Protection
Area

**KEY MAP
B-14**



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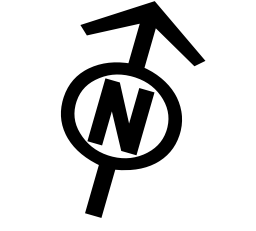
London
CANADA

**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B
as of October 26, 2020

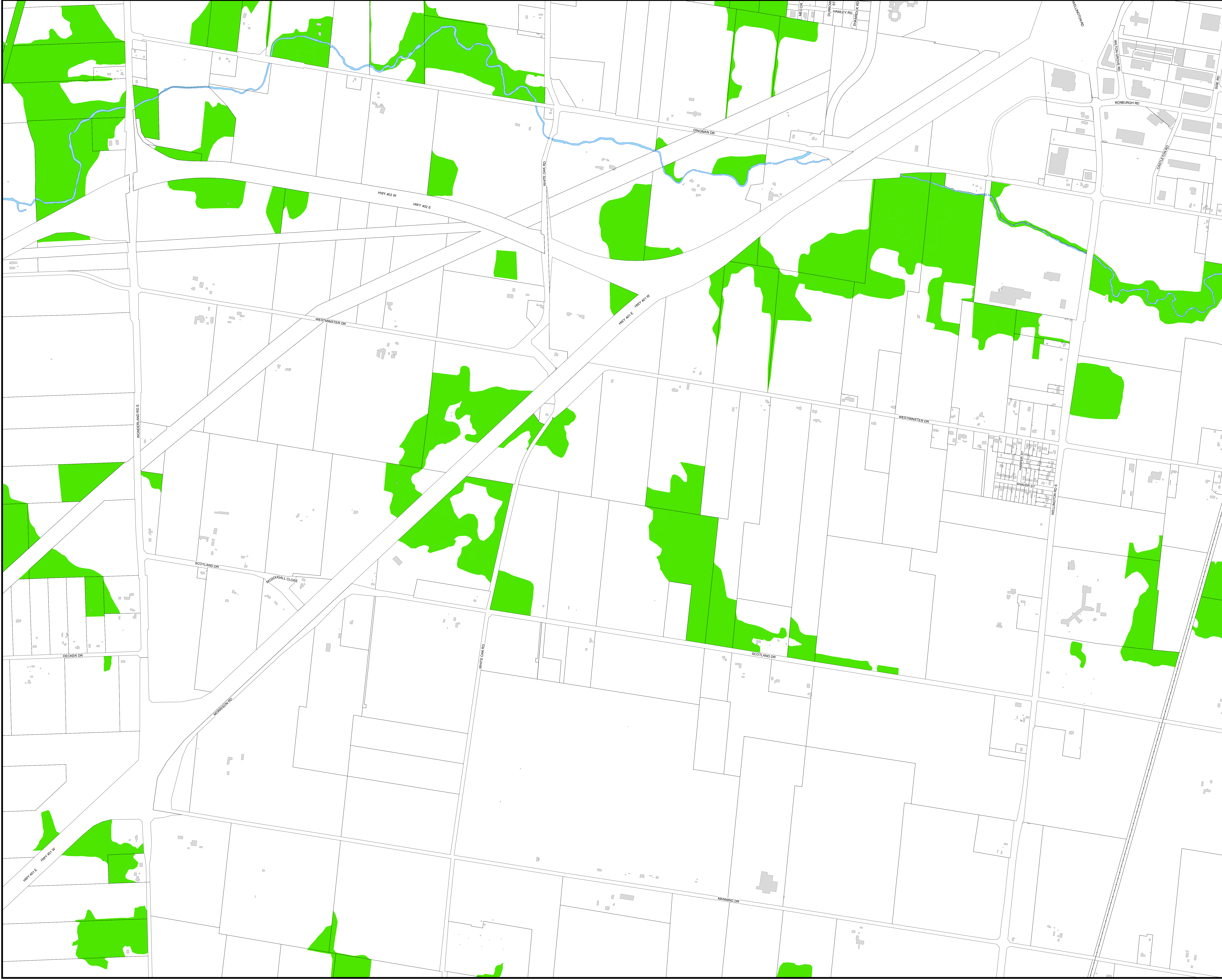
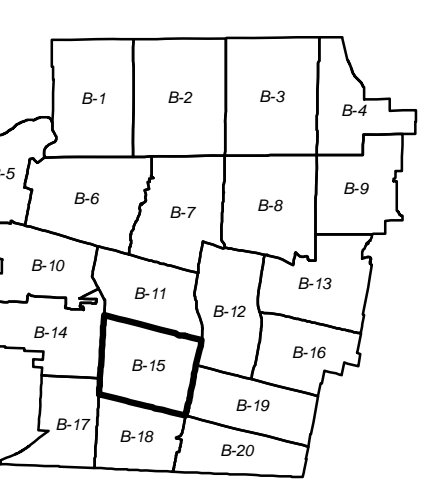
 Tree Protection Area

**KEY MAP
B-15**



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Meters

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London
CANADA

**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B
as of October 26, 2020

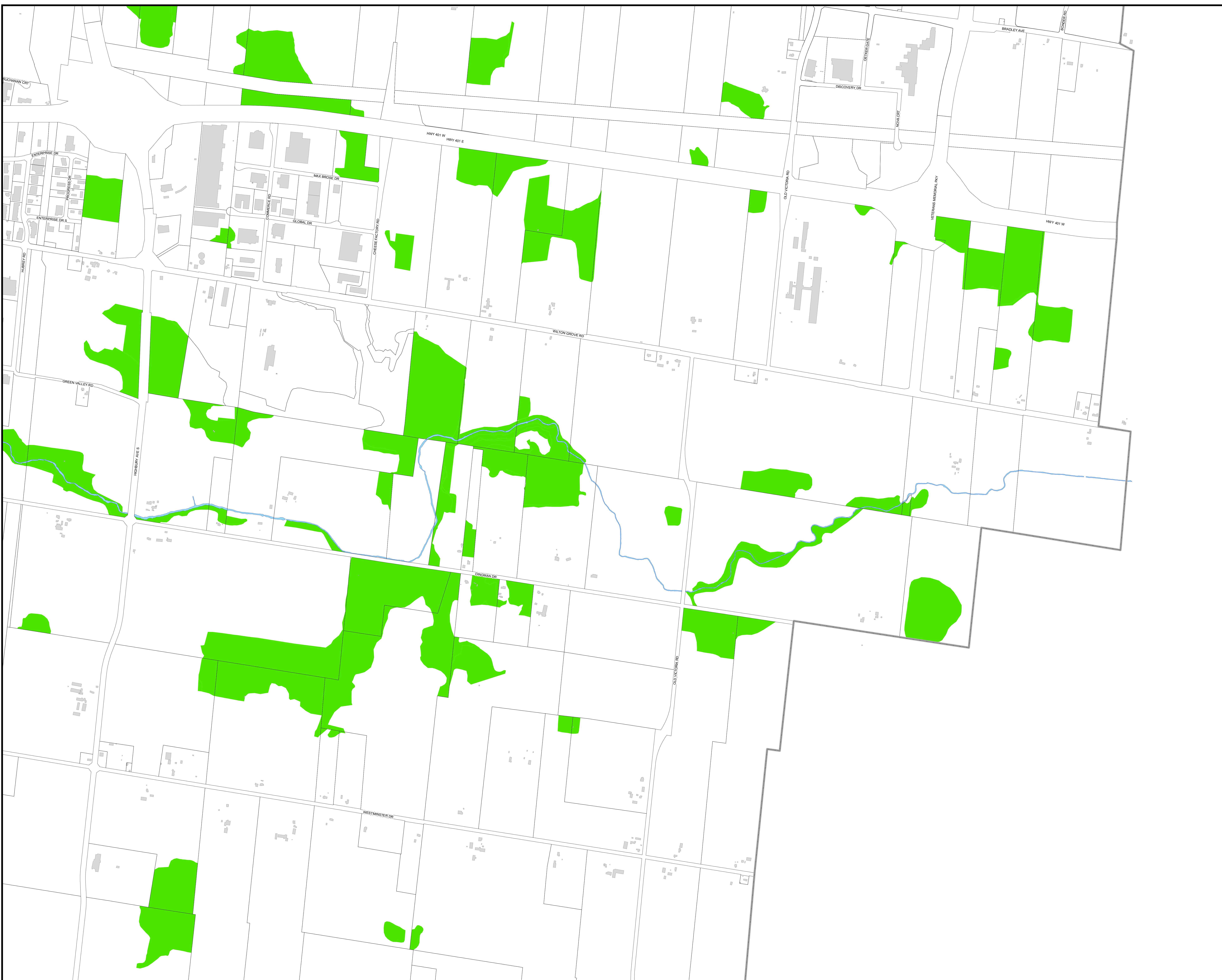
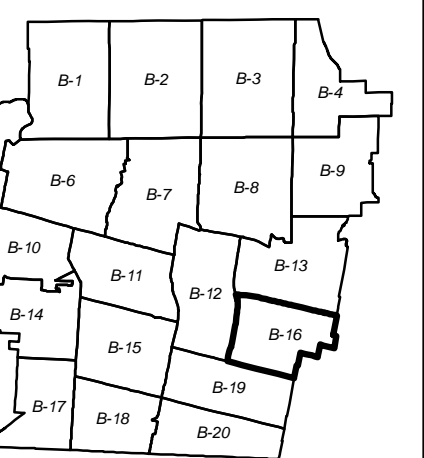
Tree Protection
Area

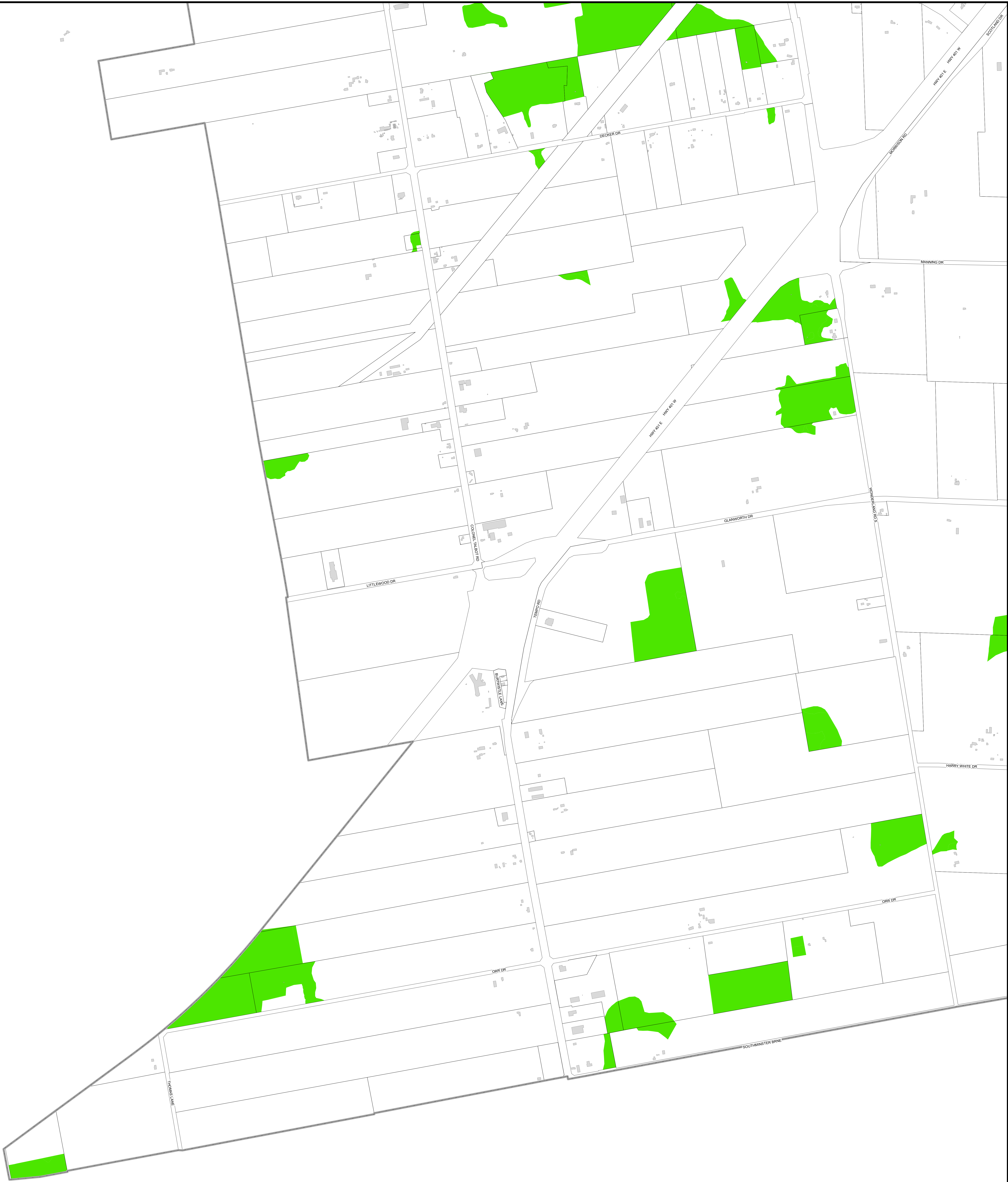
**KEY MAP
B-16**



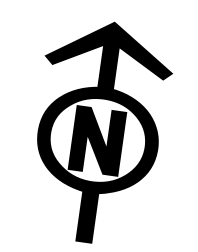
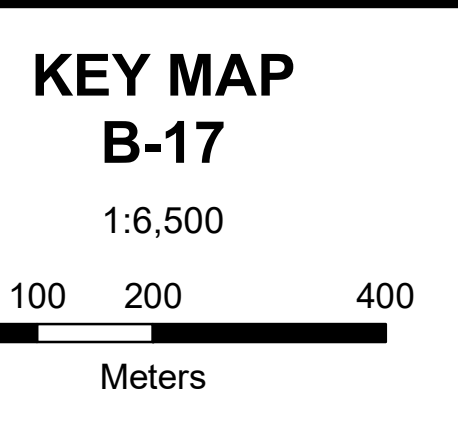
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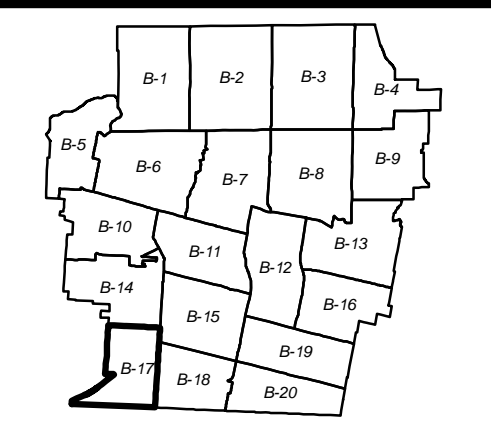




 Tree Protection Area



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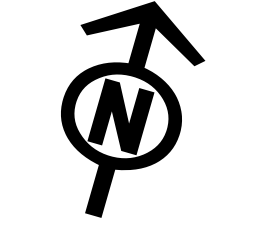
London
CANADA

**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B
as of October 26, 2020

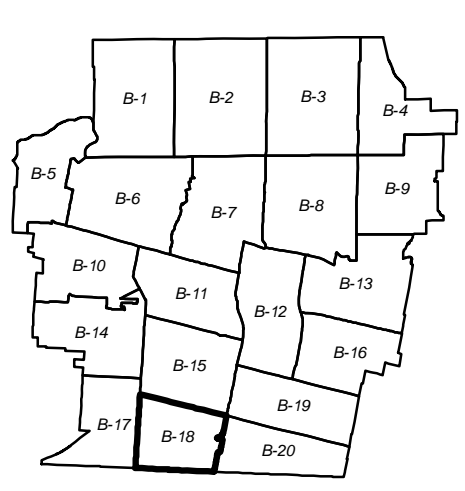
Tree Protection
Area

**KEY MAP
B-18**



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Meters

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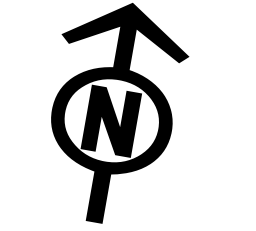
London
CANADA

**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B
as of October 26, 2020

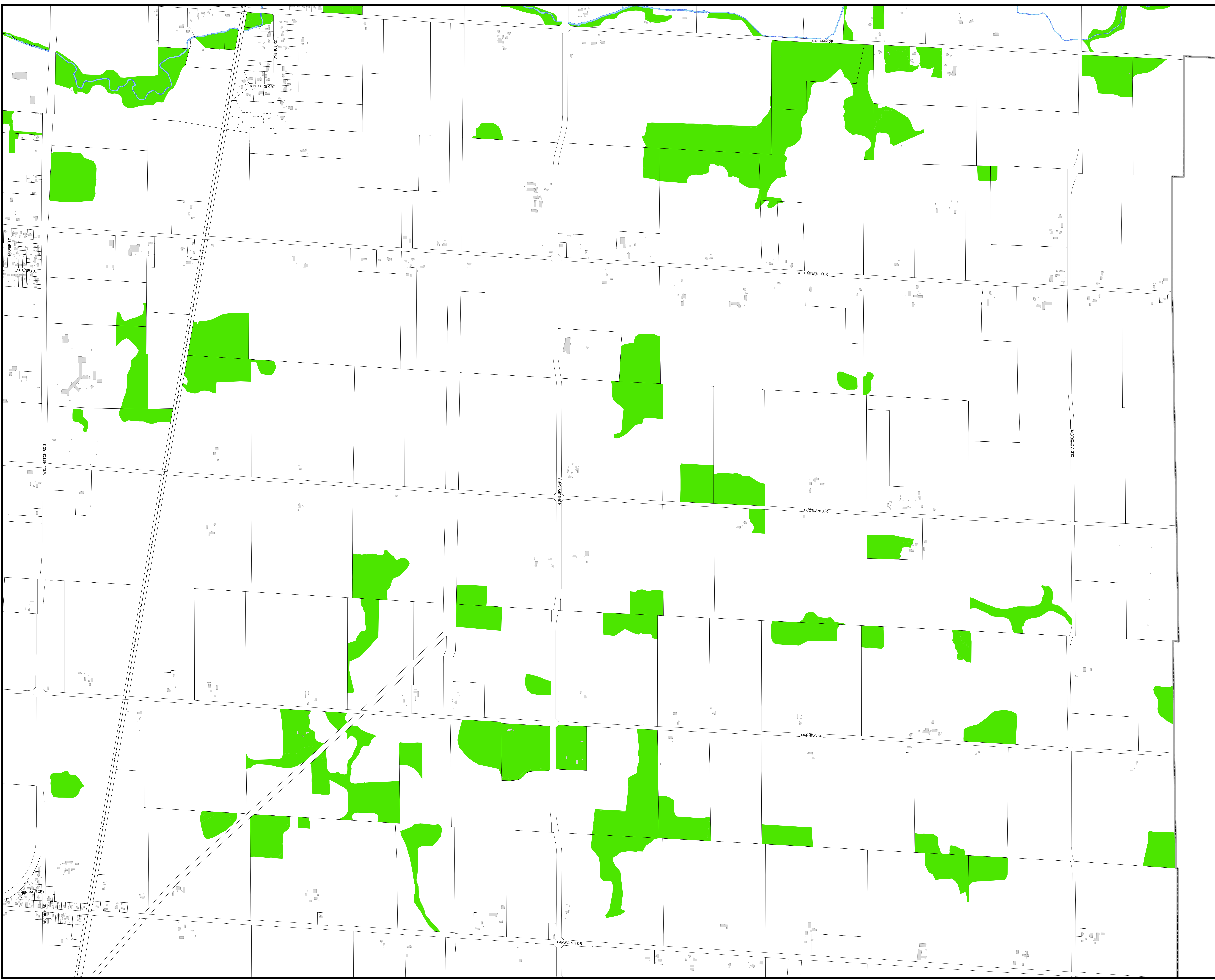
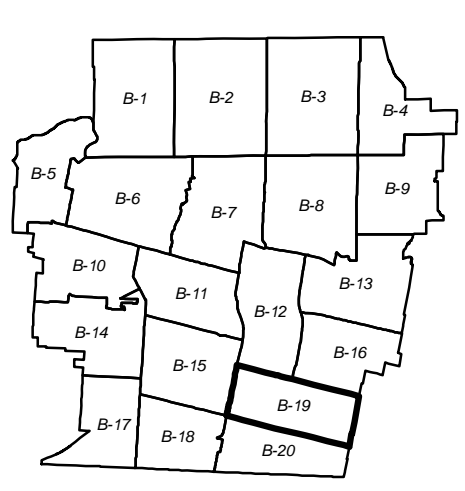


**KEY MAP
B-19**



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London
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**CITY OF LONDON
TREE PROTECTION
BY-LAW**

SCHEDULE B
as of November 18, 2020

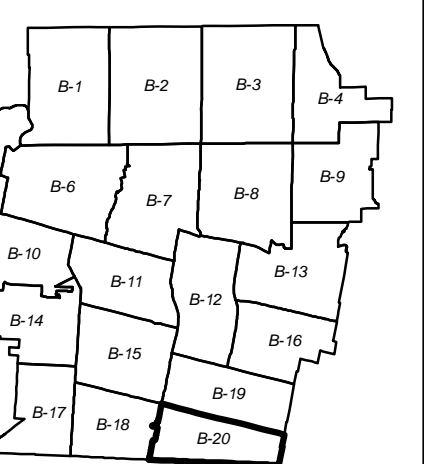
 Tree Protection
Area

**KEY MAP
B-20**

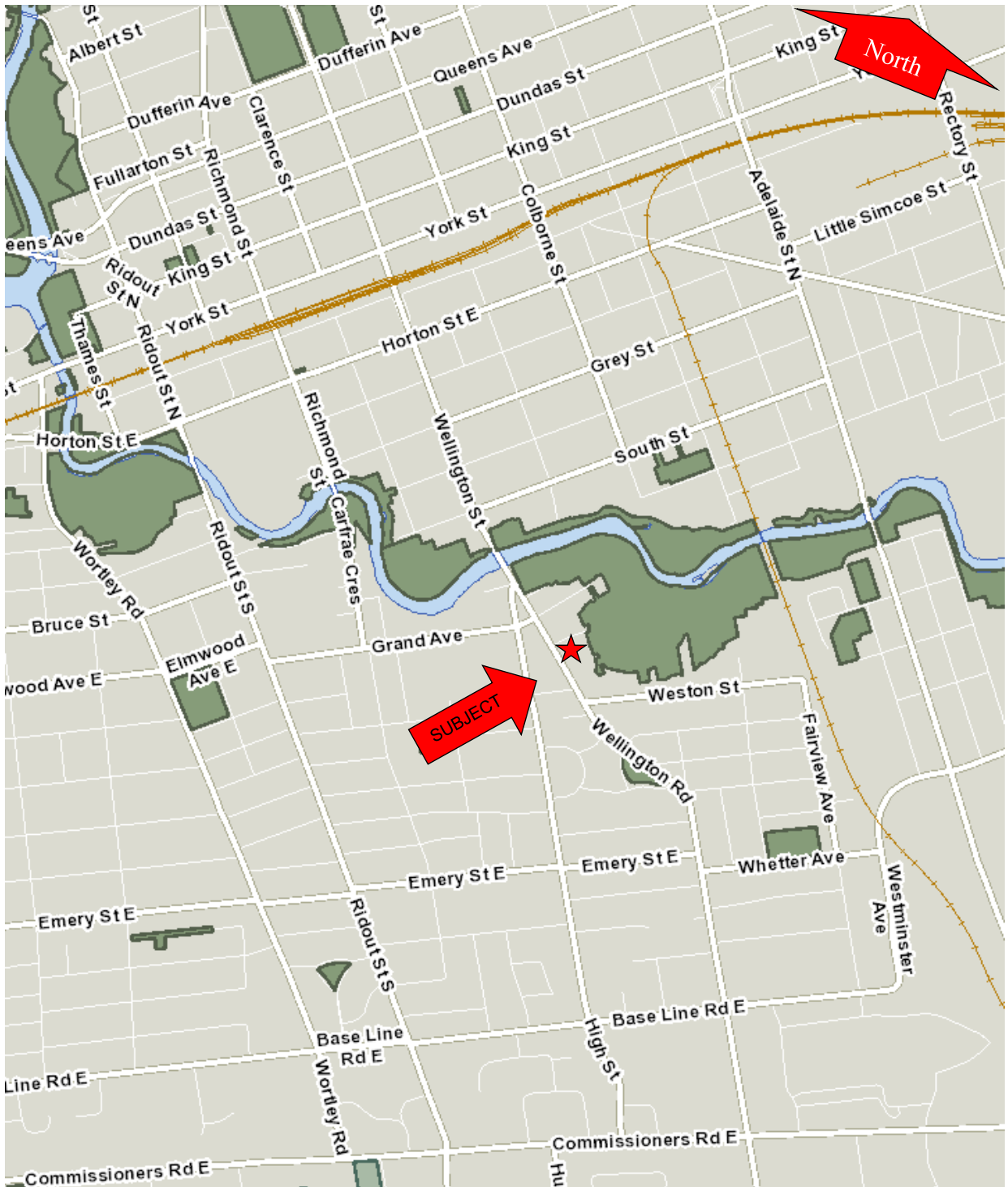


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Location Map



APPENDIX "A" SOURCE OF FINANCING REPORT

APPENDIX "A"
CONFIDENTIAL

Chair and Members
Corporate Services Committee

#20155
November 16, 2020
(Property Acquisition)

**RE: Property Acquisition - 92 Wellington Road - Wellington Gateway Project
(Subledger LD200062)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
92 Wellington Road**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget, and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director, Environmental and Engineering Services, the Director, Rapid Transit, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:


<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Land Purchase	\$7,572,900	\$3,697,861	\$372,755	\$3,502,284
NET ESTIMATED EXPENDITURES	<u>\$7,572,900</u>	<u>\$3,697,861</u>	<u>\$372,755</u> 1)	<u>\$3,502,284</u>
 <u>SOURCE OF FINANCING</u>				
Capital Levy	\$787,582	\$384,578	38,767	364,238
Drawdown from City Services - Roads Reserve Fund (Development Charges) 2)	6,785,318	3,313,283	333,988	3,138,046
TOTAL FINANCING	<u>\$7,572,900</u>	<u>\$3,697,861</u>	<u>\$372,755</u>	<u>\$3,502,284</u>

1) Financial Note:

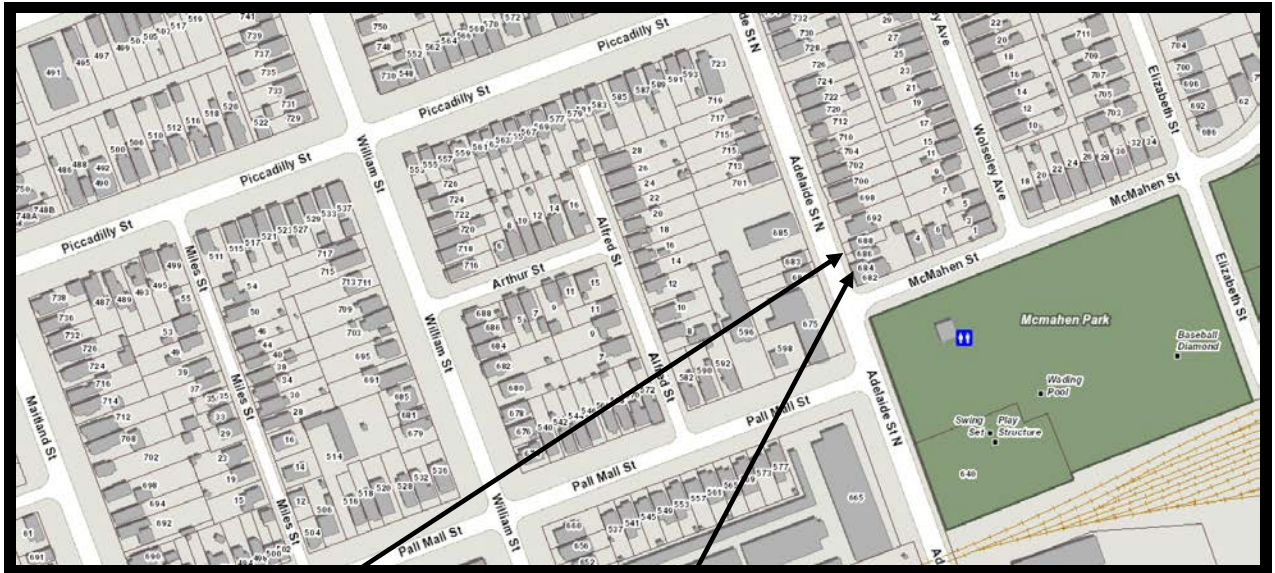
Purchase Cost	\$360,000
Add: Legal Fees	2,500
Add: Land Transfer Tax	3,875
Add: HST @13%	47,125
Less: HST Rebate	<u>(40,745)</u>
Total Purchase Cost	<u>\$372,755</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

kw

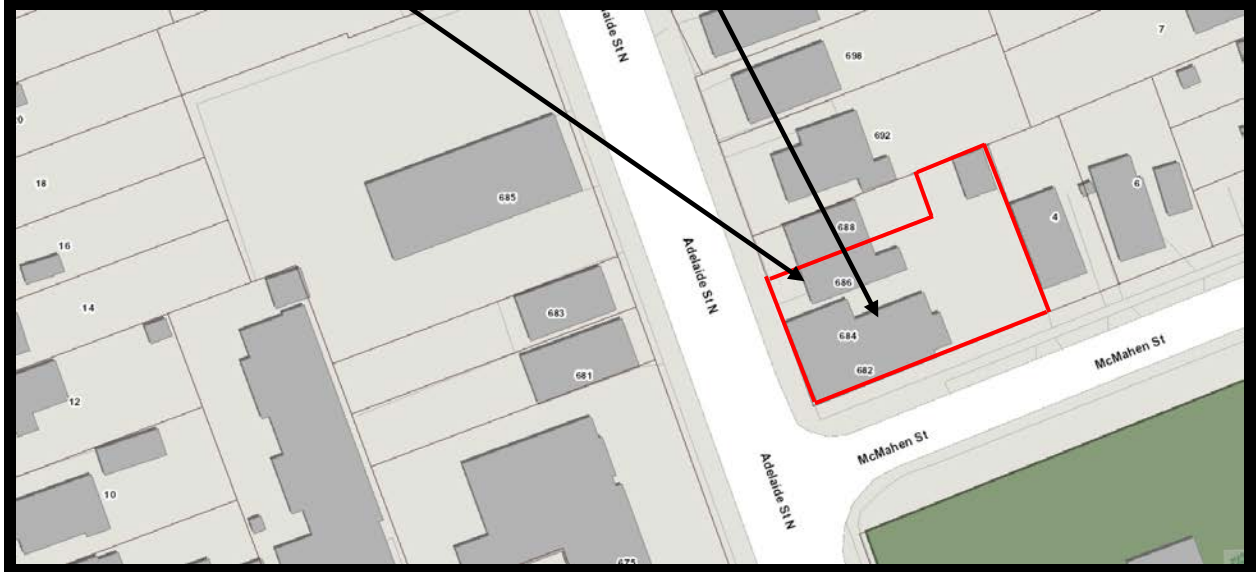

 Jasor Davies
 Manager of Financial Planning & Policy

Location Map



686 Adelaide Street

682/684 Adelaide Street



Schedule "A" Settlement Agreement

THIS SETTLEMENT AGREEMENT made this day of October, 2020.

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

FRANK & GUS PIZZA INC.
(hereinafter referred to as the "Owner")

OF THE SECOND PART

AND WHEREAS Notice of Expropriation under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owners.

AND WHEREAS the City expropriated from the Owner the lands described in Schedule "A" hereto (the "Expropriation");

WHEREAS the Owner is in possession of the property described in Schedule "A" hereto, subject to Section 39 of the *Expropriations Act*, R.S.O., 1990, c E.26, as amended;

AND WHEREAS the Owner and the City wish to resolve the compensation to which the Owner is entitled to pursuant to the provisions of the Act and arising out of the Expropriation;

AND WHEREAS the Owner acknowledges and agrees that there are no claims for injurious affection in respect of the property located at 682-686 Adelaide Street North;

WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1.00 SETTLEMENT TERMS

- 1.01 The City and the Owner agree that the recitals contained in this Agreement are true and correct in fact and in substance.
- 1.02 The City shall pay to the Owner the sum of Seven Hundred and Seventy Five Thousand Dollars (\$775,000.00) representing any and all property related claims arising out of or in any way connected with the Expropriation, including the fair market value of 682-684 Adelaide Street North, any disturbance damages, damages for any difficulties in relocation in respect of the lands and interest, as against the City arising out of or in any way connected with the Expropriation.
- 1.03 The City shall pay to the Owner the sum of Four Hundred and Twenty Thousand Dollars (\$420,000.00) representing any and all property related claims arising out of or in any way connected with the Expropriation, including the fair market value of 686 Adelaide Street North, any disturbance damages, damages for any difficulties in relocation in respect of the lands and interest, as against the City arising out of or in any way connected with the Expropriation.
- 1.04 In addition, the City shall advance to the Owner the further sum of Five Hundred and Thirty Thousand Dollars (\$530,000.00) representing the fair market value of the business operated as Frank & Gus Pizza Inc., and includes any and all claims for damages attributable to disturbance, business losses, loss of goodwill, damages for any special difficulties in relocation, interest or costs in respect of the Land taken.
- 1.05 The Owner directs the City to allocate the total compensation in the sum of One Million Seven Hundred and Twenty Five Thousand Dollars (\$1,725,000.00) and which represents full compensation for all claims under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended on the basis set out in paragraphs 1.02, 1.03 and paragraph 1.04.
- 1.06 The Parties acknowledge and agree that this Agreement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
- 1.07 **SCHEDULE(S):** The following Schedules form part of this Agreement:

Schedule "A" Legal Description
Schedule "B" Additional Terms and Conditions
Schedule "C" Full and Final Release

2.00 RELEASE

- 2.01 The Owner hereby forever releases and discharges City for and from all actions, causes of actions, suits, claims and demands of every nature or kind arising out of or in any way related to or connected with the Expropriation including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of the Expropriation with the specific exception of liability for loss or damage arising from negligent acts of the City, its officers, agents, servants, employees and contractors undertaking works on the reconstruction, installation of services and widening of Adelaide Street North.
- 2.02 The Owner shall execute a Full and Final Release (the "**Release**") in the form attached hereto as **Schedule "C"**.

3.00 BINDING EFFECT

- 3.01 The City and the Owner agree that this Agreement shall be binding upon each of the Parties hereto and their respective heirs, executors, successors, administrators and assigns.
- 3.02 City staff have confirmed they are taking a report to City Council recommending the settlement, however, the decision to settle is subject to obtaining formal instructions from City Council.

4.00 GOVERNING LAW

- 4.01 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and each of the Parties hereto hereby attorn to the jurisdiction of the Courts in London.

5.00 PAYMENTS

- 5.01 Any payment required to be made by the City to the Owner pursuant to this Agreement shall be available to be advanced to the Owner, upon written request by the Owner, within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council.
- 5.02 The payment(s) referred to in clause 5.01 shall be conditional upon the Owner providing the City with a release from any and all mortgagees and/or security holders, and shall be subject to adjustments.
- 5.03 HST: If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.

6.00 CLOSING DATE

- 6.01 Notwithstanding a vacant possession date will be established in accordance with the provisions of the Expropriations Act, the parties agree to a possession date of December 15, 2020.

7.00 LEGAL COSTS:

- 7.01. As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal costs, including fees, disbursements and applicable taxes, to complete this settlement, subject to the right on the part of City to refer the matter of costs to assessment by the local assessment officer.

8.00 DISPOSAL OF EXPROPRIATED LANDS

- 8.01. The Owner agrees that the City shall not be required to offer the Owner the first chance to repurchase any remaining lands which the City decides are surplus to the City's needs. The City shall have the right to over-ride the rights accorded to the Owner under Section 42 of the Act.

9.00 GENERAL PROVISIONS OF CONTRACT

- 9.01 The parties agree that the terms of these Minutes are contractual, are not a mere recital and any breach

of these terms may be enforced against the defaulting party by a legal proceeding, including, but not limited to, a claim for an injunction or other mandatory order where and to the extent that damages would be an inadequate remedy for the default.

- 9.02 It is understood and agreed that the fact and terms of these Minutes and the settlement underlying it, including the negotiations between the parties which led up to it, will be held in strict confidence and will not be divulged, disclosed, communicated or published by the parties hereto unless deemed essential on auditors' or accountants' advice, or for the purpose of any judicial or legal proceeding in which case the fact that the settlement is made without any admission of liability will receive publication contemporaneously. The parties will not publish any articles, press releases or make any public statements about the matters settled herein.
- 9.03 The parties agree that where one or more provisions of these Minutes are found to be invalid, unenforceable, or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of these Minutes shall be deemed to be severable from the provisions so found and shall remain in full force and effect.
- 9.04 The parties shall make, do, and deliver all things required to implement this settlement and shall cooperate with one another as required in order to give effect to this settlement.

10.00 POSSESSION DATE

10.01 It is hereby acknowledged that the City has expropriated the lands in their entirety and in accordance with the provisions of the *Expropriations Act* and has established a vacant possession date of December 15, 2020. Possession shall be provided on this date, or such earlier date as the Parties agree to in writing.

TC


10.02 The Owner agrees to leave the property ~~neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.~~ neat and tidy, free and clear of all refuse, hazardous and other

11.00 COMPLETE AGREEMENT

- 11.01 The parties agree that these Minutes and the Release constitute the entire agreement between the parties and supersedes all oral or written agreements, arrangements, representations, or understandings. These Minutes shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- 11.02 By signing these Minutes, the parties acknowledge that they have carefully read these Minutes, have had the opportunity to seek the advice of a lawyer as to the nature and effect of these Minutes, understand all of the terms in these Minutes, and have executed these Minutes voluntarily and with knowledge of the consequences thereof.

Given under my/our hand and seal, (or, in witness whereof the vendor hereto has hereunto caused to be affixed its corporate seal attested by the hands of its proper signing officers, as the case may be) this 28th day of October, 2020.

FRANK & GUS PIZZA INC.

Per: 

Name: Vincent LaBarbera

Title: President

I Have Authority to Bind the Corporation

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. _____ of the Council of the Corporation of the City of London passed on ____ day of _____, 2020.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catherine Saunders, City Clerk

UP

SCHEDULE "A"

Part of lot 4, Plan 166 (3rd),
in the City of London, County of Middlesex,
designated Part 1 on PLAN ER1323285
being all of PIN 08279-0062 (LT)

UP

SCHEDULE "B"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the City agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act*.
3. **RIGHT OF INSPECTION:** The City or an agent of the City shall be entitled to enter and inspect the property including all dwellings and buildings prior to the Owner giving up vacant possession.
4. **POSSESSION OF LANDS:** The Owner is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the City. The Owners shall be responsible to pay those costs associated with the use of the subject lands, which costs shall include all utility charges and all other expenses that if unpaid could become an encumbrance on the lands and shall pay such costs up to the date that vacant possession is given to the City.
5. **VACANT POSSESSION:** The Owner agrees to leave the property ~~neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.~~
neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.
6. **RE-IMBURSEMENT:** The City agrees to re-imburse the Owner for its reasonable costs incurred to terminate the current employees of Frank & Gus Pizza, on or before December 15, 2020, in compliance with the Employment Standards Act, as a holdback provision. The Owner agrees to obtain the pre-approval of the City for the amounts to be provided to its employees.
7. **ADJUSTMENTS:** The parties agree that the Realty Taxes, including local improvement rates, and utilities shall be adjusted effective September 15, 2020.

UP

UP

SCHEDULE "C"
FULL AND FINAL RELEASE

IN CONSIDERATION of the payment of the total sum of ONE MILLION SEVEN HUNDRED AND TWENTY FIVE THOUSAND DOLLARS (\$1,725,000.00), the "**Settlement Payment**", which includes compensation payable, but not paid, under Section 25 of the *Expropriations Act* in respect of 682-686 Adelaide Street, for all claims under the *Expropriations Act*, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, interest and any other damages,

Frank and Gus Pizza Inc.

hereby releases, indemnifies and forever discharges THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, except legal fees and disbursements, which heretofore may have been or may hereafter be sustained by **Frank and Gus Pizza Inc.** and without restricting the generality of the foregoing from any claim against THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, in connection with the expropriation of land located at 682-686 Adelaide Street, herein "the subject property," in the City of London.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment is deemed to be no admission whatsoever of liability on the part of the said THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees.

IT IS UNDERSTOOD AND AGREED that the City will pay the legal fees incurred by the **Frank and Gus Pizza Inc.** lawyer on the basis that such fees are either agreed or assessed.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment includes any claim for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act* or otherwise provided in the agreement between the mortgagor and mortgagee.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release and settlement is intended to cover and does cover not only all now known losses and damages but any future losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

IT IS FURTHER UNDERSTOOD AND AGREED that this that this release and settlement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

IT IS UNDERSTOOD AND AGREED **Frank and Gus Pizza Inc.** will maintain the confidentiality of this Release or the settlement and will not divulge either directly or indirectly, the terms, details, facts of or related discussion about the Release of settlement to any person, except to resolve the matter of costs in this proceeding, or as may be required by law, including so as to comply with tax obligations.

IT IS HEREBY DECLARED that the terms of the Release are fully understood and that this Release is given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims except legal costs and disbursement, and that payment is not to be construed as an admission of liability upon the part of The Corporation of the City of London, by whom liability is expressly denied. It is further understood that as of the date of the release. has received legal advice regarding this release.

Frank and Gus Pizza Inc. confirms that it was the sole Owner of the subject property at the time of the expropriation, with authority to direct the City to pay these settlement funds directed below.

AND **Frank and Gus Pizza Inc.** hereby authorizes and directs the releasee to pay the said consideration as follows:

- (a) payment in the amount of \$ 1,725,000.00 payable to **Frank and Gus Pizza Inc.**, in full satisfaction of the Claimant's damages in respect of the above noted expropriation;

IN WITNESS WHEREOF I have hereunto set my hand and seal this 28th day of October, 2020.

Frank and Gus Pizza Inc.

Per: _____

Vincent LaBarbera, President

I have authority to bind the corporation

Appendix "A" Source of Financing Report

APPENDIX "A"
CONFIDENTIAL

Chair and Members
Corporate Services Committee

#20161
November 16, 2020
(Property Acquisition)

**RE: Property Acquisition - 682-686 Adelaide Street North
Adelaide Street CP Rail Grade Separation Project
(Subledger LD180101)
Capital Project TS1306 - Adelaide St Grade Separation CPR Tracks
Frank & Gus Pizza Inc.**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$5,532,920	\$3,033,415		\$2,499,505
Land Acquisition	11,417,080	8,244,995	1,878,532	1,293,553
Construction	16,525,200	4,495,927		12,029,273
Relocate Utilities	5,800,000	589,576		5,210,424
City Related Expenses	100,000	1,098		98,902
NET ESTIMATED EXPENDITURES	<u>\$39,375,200</u>	<u>\$16,365,011</u>	<u>\$1,878,532</u> 1)	<u>\$21,131,657</u>
<u>SOURCE OF FINANCING</u>				
Debenture By-law No. W.-5600(b)-167	\$22,554,171	\$11,798,335	\$1,354,325	\$9,401,511
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 10,987,696	4,566,676	524,207	5,896,813
Other Contributions	5,833,333			5,833,333
TOTAL FINANCING	<u>\$39,375,200</u>	<u>\$16,365,011</u>	<u>\$1,878,532</u>	<u>\$21,131,657</u>

1) Financial Note:

Purchase Cost	\$1,195,000
Add: Fair Market Value of Business	530,000
Add: Disbursements, Legal Fees, Severance etc.	132,500
Add: HST @13%	155,350
Less: HST Rebate	<u>(134,318)</u>
Total Purchase Cost	<u><u>\$1,878,532</u></u>

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

kw



Jason Davies
Manager of Financial Planning & Policy

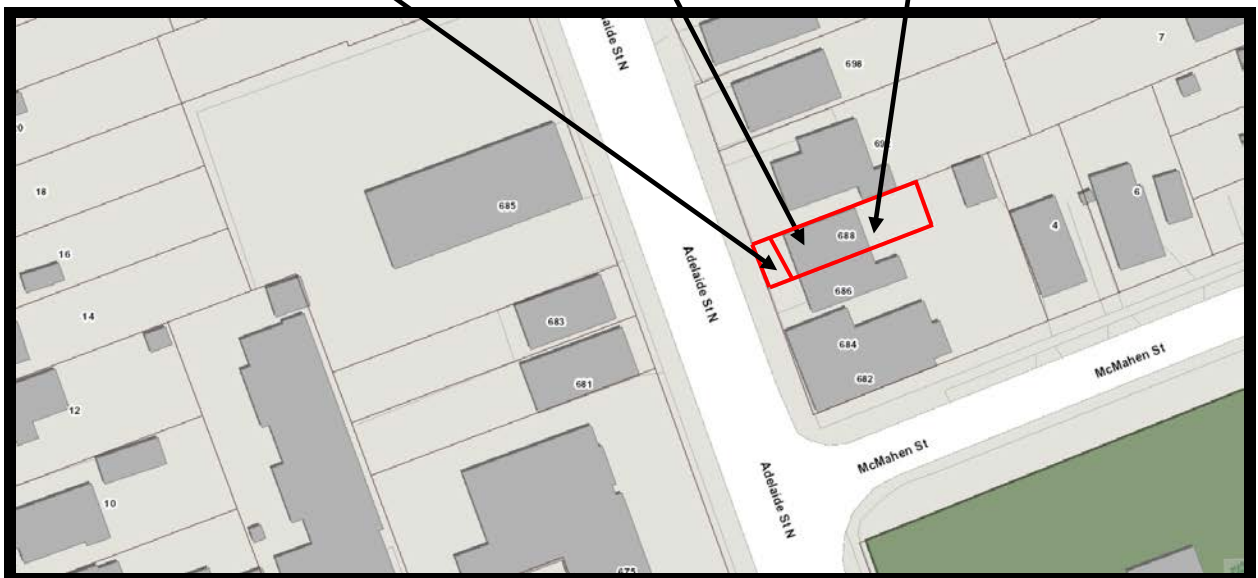
Location Map



688 Adelaide Street

Expropriated Lands

Remaining lands



Schedule "A" Settlement Agreement

THIS SETTLEMENT AGREEMENT made this day of October, 2020.

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

1887197 ONTARIO INC.

(hereinafter referred to as the "Owner")

OF THE SECOND PART

AND WHEREAS Notice of Expropriation under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owner.

AND WHEREAS the City expropriated from the Owner the lands described in Schedule "A" hereto (the "Expropriation") and that such lands comprise of a portion of the lands ("the partial taking") comprising of the property known municipally as 688 Adelaide Street North;

AND WHEREAS the remainder lands are described in Schedule "B" hereto and that such lands comprise of the remainder lands, not expropriated ("the remainder lands");

WHEREAS the Owner is in possession of the property described in Schedule "A" hereto, subject to Section 39 of the *Expropriations Act*, R.S.O., 1990, c E.26, as amended;

AND WHEREAS this Settlement Agreement applies to the partial taking of lands acquired pursuant to the Expropriations Act, which expropriated lands are described in Schedule "A" attached hereto (the "expropriated lands");

AND WHEREAS the Owner acknowledges and agrees that there are no claims for injurious affection in respect of the property located at 688 Adelaide Street North, provided the Owner enters into an Agreement of Purchase of Sale (the "related transaction") for the remainder lands for total compensation of \$413,000.00 as set out in clause 1.03 herein;

AND WHEREAS the Owner and the City wish to resolve the total compensation to which the Owner is entitled to pursuant to the provisions of the Act and arising out of the Expropriation;

WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1.00 SETTLEMENT TERMS

- 1.01 The City and the Owner agree that the recitals contained in this Agreement are true and correct in fact and in substance.
- 1.02 The City shall pay to the Owner the sum of \$7,000.00 (herein the "Settlement Amount"), which sum represents the fair market value of the expropriated lands comprising of a portion of the lands known municipally as 688 Adelaide Street North;
- 1.03 The Owner shall enter into an Agreement of Purchase of Sale (the "related transaction") for the remainder lands for a total compensation of \$413,000.00 on the basis that the foregoing Settlement Amount provides the agreed compensation for the expropriated lands described in Schedule "A" and the related transaction provides the agreed compensation for the remainder lands described in Schedule "B".
- 1.04 The Owner directs the City to pay the sum of Seven Thousand Dollars (\$7,000.00) referred to in clause 1.02 above, to the Owner.
- 1.05 The Parties acknowledge and agree that this Agreement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
- 1.06 **SCHEDULE(S):** The following Schedules form part of this Agreement:

Schedule "A" Legal Description of expropriated lands
Schedule "B" Legal Description of the remainder lands
Schedule "C" Additional Terms and Conditions

2.00 RELEASE

2.01 The Owner hereby forever releases and discharges City for and from all actions, causes of actions, suits, claims and demands of every nature or kind arising out of or in any way related to or connected with the Expropriated lands and the remainder lands including all claims for the market value of the expropriated lands and the market value of the remainder lands and any damages attributable to disturbance, any claims for injurious affection to the remainder lands, business loss and interest, with the specific exception of liability for loss or damage arising from negligent acts of the City, its officers, agents, servants, employees and contractors undertaking works on the reconstruction, installation of services and widening of Adelaide Street North.

3.00 BINDING EFFECT

3.01 The City and the Owner agree that this Agreement shall be binding upon each of the Parties hereto and their respective heirs, executors, successors, administrators and assigns.

4.00 GOVERNING LAW

4.01 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and each of the Parties hereto hereby attorn to the jurisdiction of the Courts in London.

5.00 PAYMENTS

5.01 Any payment required to be made by the City to the Owner pursuant to this Agreement and the related transaction shall be available to be advanced to the Owner, upon written request by the Owner, within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council.

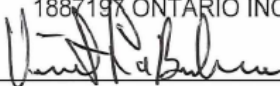
5.02 The payment(s) referred to in clause 5.01 shall be conditional upon the Owner providing the City with a release from any and all mortgagees and/or security holders, and shall be subject to adjustments.

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

6.00 CLOSING DATE

6.01 Notwithstanding a vacant possession date will be established in accordance with the provisions of the Expropriations Act, the parties agree to a possession date of December 15, 2020.

Given under my/our hand and seal, (or, in witness whereof the Owner hereto has hereunto caused to be affixed its corporate seal attested by the hands of its proper signing officers, as the case may be) this 28th day of October, 2020.

1887197 ONTARIO INC.
Per: 
Name: Vincent LaBarbera
Title: President

I Have Authority to Bind the Corporation

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. _____ of the Council of the Corporation of the City of London passed on ____ day of _____, 2020.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catherine Saunders, City Clerk

UP

SCHEDULE "A"

Part of lot 4, Plan 166 (3rd),
in the City of London, County of Middlesex,
designated Part 1 on PLAN ER1323318
being all of PIN 08279-0381 (LT)

UP

SCHEDULE "B"

Part of lot 4, Plan 166 (3rd),
as in Inst. No. 855185
in the City of London, County of Middlesex,
save and except Part 1 on PLAN ER1323318
being all of PIN 08279-0382 (LT)

UP

SCHEDULE "C"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the City agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act*.
3. **IRREVOCABILITY:** This Offer together with the Agreement of Purchase of Sale (the "related transaction") for the remainder lands as described in clause 1:03, shall be irrevocable by the Owner until considered by the Council of the Corporation of the City of London at a meeting to be held no later than November 27, 2020, after which date, if not accepted, the Offers shall be null and void.

UP

Schedule "B"
Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 1887197 ONTARIO INC.

REAL PROPERTY:

Address: 688 Adelaide Street North, London, Ontario

Location: East side of Adelaide, North of McMahan Street

Legal Description: Part of lot 4, Plan 166 (3rd),
in the City of London, County of Middlesex,
as in Instrument No. 855185,
Save and except Part 1 on PLAN ER1323318
being all of PIN 08279-0382 (LT).

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price of FOUR HUNDRED AND THIRTEEN THOUSAND DOLLARS CDN (\$413,000.00)

payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than November 27, 2020, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on December 7, 2020, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on December 15, 2020. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

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

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

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

_____ of the Council of The Corporation of the City of London passed the
 _____ day of _____, 2020.


THE CORPORATION OF THE CITY OF LONDON

 Ed Holder, Mayor

 Catharine Saunders, City Clerk



GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 28th day of October, 2020.

1887197 ONTARIO INC.
Per: 
Name: Vincent LaBarbera
Title: President

I Have Authority to Bind the Corporation

VENDOR'S LAWYER: Luigi Circelli, 557 Talbot Street, Upper Suite, London, ON N6A 2S9

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

SCHEDULE "A"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction.
2. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act*.
3. **RESIDENTIAL TENANTS:** The Vendor shall give the Tenants notice that the Purchaser requires vacant possession on the closing date.
4. **RIGHT OF INSPECTION:** The City or an agent of the City shall be entitled to enter and inspect the property including all dwellings and buildings prior to the Owner giving up vacant possession.
5. **POSSESSION OF LANDS:** The Owner is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the City. The Owners shall be responsible to pay those costs associated with the use of the subject lands, which costs shall include all utility charges and all other expenses that if unpaid could become an encumbrance on the lands and shall pay such costs up to the date that vacant possession is given to the City.
6. **ADJUSTMENTS:** The parties agree that the Realty Taxes, including local improvement rates, and utilities shall be adjusted effective September 15, 2020.



Appendix "A" Source of Financing Report

APPENDIX "A"
CONFIDENTIAL

Chair and Members
Corporate Services Committee

#20162
November 16, 2020
(Property Acquisition)

**RE: Property Acquisition - 688 Adelaide Street North
Adelaide Street CP Rail Grade Separation Project
(Subledger LD180101)
Capital Project TS1306 - Adelaide St Grade Separation CPR Tracks
1887197 Ontario Inc.**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$5,532,920	\$3,033,415		\$2,499,505
Land Acquisition	11,417,080	10,123,527	432,242	861,311
Construction	16,525,200	4,495,927		12,029,273
Relocate Utilities	5,800,000	589,576		5,210,424
City Related Expenses	100,000	1,098		98,902
NET ESTIMATED EXPENDITURES	<u>\$39,375,200</u>	<u>\$18,243,543</u>	<u>\$432,242</u> 1)	<u>\$20,699,415</u>
<u>SOURCE OF FINANCING</u>				
Debenture By-law No. W.-5600(b)-167	\$22,554,171	\$13,152,661	\$311,624	\$9,089,886
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 10,987,696	5,090,882	120,618	5,776,196
Other Contributions	5,833,333			5,833,333
TOTAL FINANCING	<u>\$39,375,200</u>	<u>\$18,243,543</u>	<u>\$432,242</u>	<u>\$20,699,415</u>

1) Financial Note:

Purchase Cost	\$420,000
Add: Land Transfer Tax & Deed	4,850
Add: HST @13%	54,600
Less: HST Rebate	<u>(47,208)</u>
Total Purchase Cost	<u>\$432,242</u>

- 2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

kw


 Jason Davies
 Manager of Financial Planning & Policy

Schedule "A"

License Agreement

FIRST RENEWAL AND AMENDMENT TO LICENSE AGREEMENT

This LICENSE RENEWAL AGREEMENT made as of the 3rd day of September, 2020 (the "**Agreement**")

BETWEEN:

WMJ (LCC) HOLDINGS INC.;
(hereinafter called the "**Licensor**")

OF THE FIRST PART;

-and-

THE CORPORATION OF THE CITY OF LONDON;
(hereinafter called the "**Licensee**")

OF THE SECOND PART;

WHEREAS by a license agreement dated as the 25th day of September, 2015 (the "**License Agreement**"), London City Centre London Inc., as licensor, did license unto the Tenant the non-exclusive right to use a portion of the roof (the "**Site**") located at 380 Wellington Street at the London City Centre Complex in the City of London, in the Province of Ontario, (the "**Building**") as more particularly described in the License Agreement;

AND WHEREAS the Licensor is now the successor licensor of the Building;

AND WHEREAS by a notice dated January 7, 2020 the Licensee exercised its option to renew the License Agreement for a period of Five (5) years (the "**First Renewal Term**");

AND WHEREAS the parties desire to amend certain provisions of the License Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby by each of the parties acknowledged, effective January 1, 2021 (the "**Effective Date**") the parties hereto agree as follows:

1. The Licensor and the licensee acknowledge and agree that the recitals hereto are true and incontrovertible.
2. All capitalized words and terms used herein and not otherwise defined herein but defined in the License Agreement shall have the meanings ascribed to them in the License Agreement.
3. The License Agreement shall be renewed on the same terms and conditions as those set forth in the License Agreement save and except as hereinafter provided:
 - (a) The First Renewal Term shall be the period of Five (5) years commencing on the 1st day of January, 2021 and from thenceforth ensuing to be completed and fully ended on the 31st day of December, 2025;
 - (b) The Licensee shall pay to the Licensor throughout the First Renewal Term a license fee (the "*Basic Fee*") as set out below, being a net license fee. Such Basic Fee shall be paid in advance, plus applicable taxes, without any deduction, abatement or set off and without demand in equal consecutive monthly installments on the first of each month commencing on the Effective Date.

Schedule "A" Cont'd

- (i) January 1, 2021 to December 31, 2022: \$22,000.00 (\$1,833.33 per month) At the beginning of each contractual year during the First Renewal Term the amount of the Basic Fee payable during the previous year shall be increased by the greater of three percent (3%) or the percentile increase in the all-items Consumer Price Index (CPI) over the previous year, as established by Statistics Canada for the Province of Ontario.
- (c) The provisions of the License Agreement relating to the payment of additional rents as set out in section 2.(3) of the License Agreement shall remain in force during the First Renewal Term.
- (d) Section 2(4) of the License Agreement, "Option to Renew", shall be amended by replacing the words "two further periods of five (5) years each" with "four further periods of five (5) years each". The remainder of Section 2(4) shall remain the same and the parties acknowledge that this Renewal Agreement reflects the Licensee's exercise of the first renewal under the License Agreement.
4. The Licensor irrevocably and unconditionally authorizes and directs the Licensee to pay all amounts due under the License Agreement, as amended hereby, to MJ (LCC) Limited Partnership, as HST operator for the Landlord.
5. The Licensee continues to occupy the Site throughout the First Renewal Term on an "as is" basis and accepts and acknowledges that the Licensee has no obligation regarding any modifications, changes or installations of any kind, save and except for any maintenance and repair obligations in accordance with the License Agreement. The Licensor shall have no obligation to give any other inducements of any kind, to the Licensee in connection with the First Renewal Term.
6. Any alterations or improvements to carried out in or to the Site shall be effected at the Licensee's sole cost and expense to the complete exoneration of the Licensor and shall only be undertaken after plans and specifications for the same have been submitted to the Licensor for the Licensor's written approval, acting reasonably.
7. The Licensor and Licensee hereby acknowledge, confirm and agree that except as amended herein, in all other respects the terms of the License are to remain in full force and effect, unchanged and unmodified.
8. The Licensor and Licensee shall, at all times hereafter, upon the reasonable request of the other make or procure to be made, done or executed, all such further assurances and to do all such things as may be necessary to give full force and effect to the full intent of this Agreement.
9. This Agreement benefits and binds the parties hereto and their respective successors, heirs, estate trustees and permitted assigns.
10. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Any of the forgoing and any notices to be provided hereunder may be executed either in original, faxed, ".pdf" or ".tif" form or by email and the parties adopt any signatures received by a receiving fax machine or as a ".pdf" or ".tif" file as original signatures of the parties.

[Signature page follows]

Schedule "A" Cont'd

IN WITNESS WHEREOF the parties hereto have executed this Agreement under corporate seal or their respective hands, as the case may be.

WMJ (LCC) HOLDINGS INC.;
(Licensor)

Per: _____

Name: Moshe Faust

Title: Secretary

**THE CORPORATION OF THE CITY OF
LONDON;**
(Licensee)

Per: _____

Name:

Title:

Per: _____

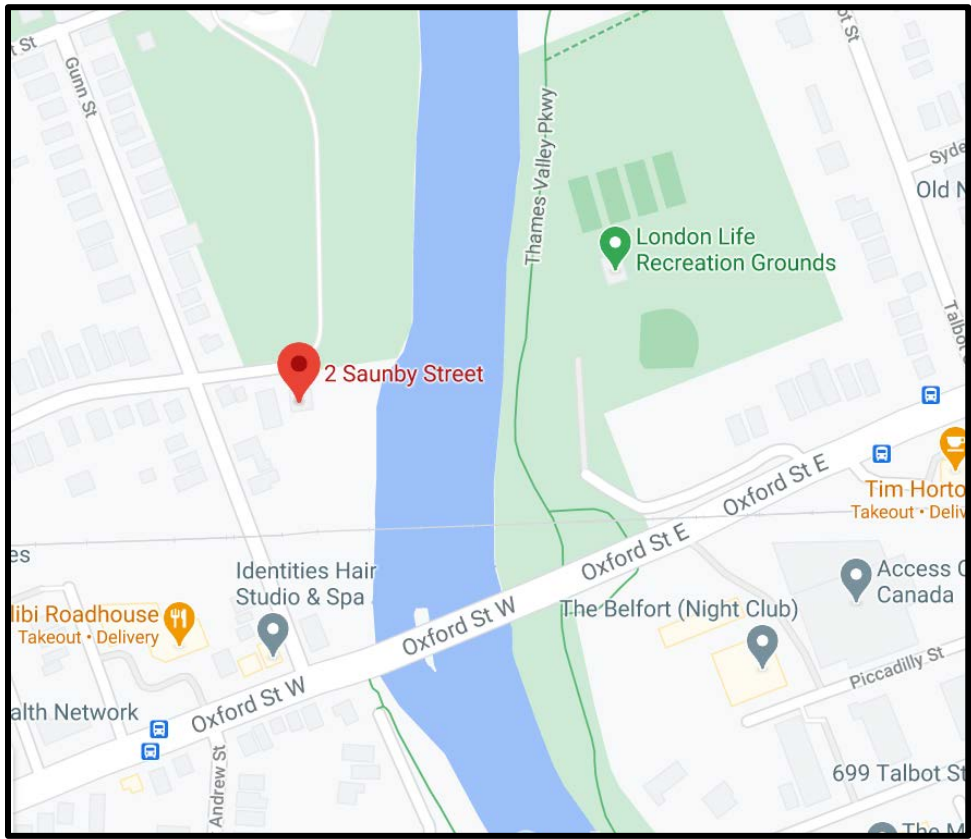
Name:

Title:

I/We have the authority to bind the corporation.

Location Map

The Property



Aerial



SCHEDULE "A"

Agreement of Purchase and Sale

Pg 1 of 5

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: RONALD ALFRED FALCK AND RICHARD ALEXANDER FALCK

REAL PROPERTY:

Address 2 Saunby Street, London ON N6G 1A1

Location Directly abutting west side of the Thames River on the south side of Saunby Street.

Measurements IRREGULAR - 12.75 ft x 20.77 ft x 32.69 ft x 11.55 ft x 73.84 ft x 240.92 ft x 151.53 ft (0.545 AC)

Legal Description: Property legally described as PART LOT 15 & ALL OF LOT 16 PLAN 43(W) AS IN 672702; EXCEPT W23667, BEING THE ENTIRE PIN 082470126 (LT) IN THE CITY OF LONDON, COUNTY OF MIDDLESEX and shown highlighted in red on Schedule "B" (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be Six Hundred and Seventy Seven Thousand Dollars CDN (\$677,000.00) payable as follows:
 - a) a deposit of Ten Thousand Dollars (\$10,000.00) cash or cheque on the date hereof as a deposit payable to the Vendor's solicitor In Trust; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Additional Terms and Conditions
 - Schedule "B" Description of Property
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than November 30th, 2020, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on January 15th, 2021 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on February 1st, 2021. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively

SCHEDULE "A" Cont'd

Agreement of Purchase and Sale

Pg 2 of 5

deemed to have accepted Vendor's title to the Property .

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

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

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "A" Cont'd

Agreement of Purchase and Sale

pg 3 of 5

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 4th day of November, 2020.

SIGNED, SEALED AND DELIVERED
In the Presence of

VENDOR

Witness: Michael Sloan
[Signature]

Per: [Signature]
Name: Ronald Alfred Falck

Witness: Gabrielle Hotte
Gabrielle Hotte

Per: [Signature]
Name: Richard Alexander Falck

VENDOR'S LAWYER: John Horn, lawyer, 519-672-8080 johnhornlaw@gmail.com
PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-5530

John Horn law (Attn Lori)
6-131 Wharncliffe Rd. S.
London, ON. N6J 2K5

SCHEDULE "A" Cont'd
Agreement of Purchase and Sale

pg 4 of 5.

SCHEDULE "A"

1. **SOIL, GEOTECHNICAL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until January 15th, 2021 to satisfy itself in its sole and absolute discretion as to the soil and environmental condition of the Property. The Purchaser may enter on the Property and have soil and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

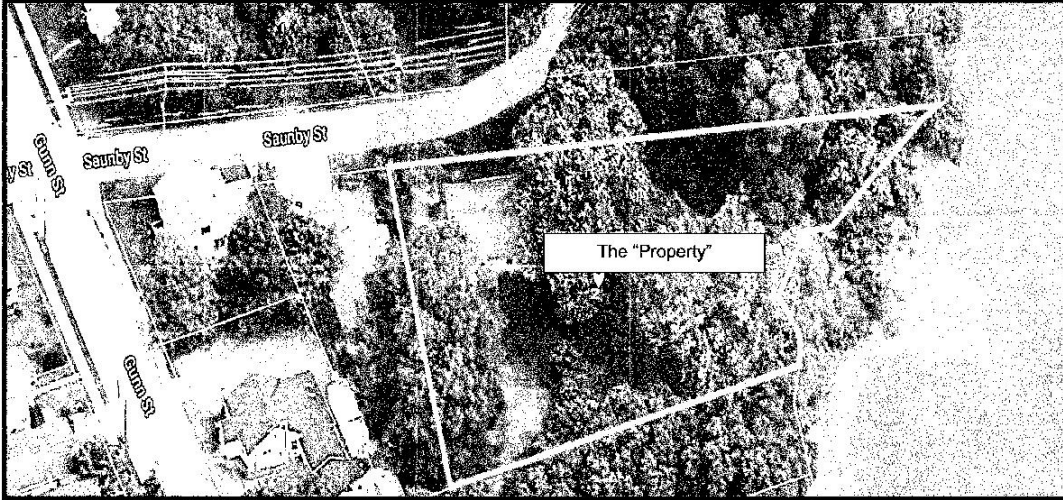
If the results of the soil tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
 2. **INSPECTION OF PROPERTY:** The agreement is conditional upon the inspection of the Property by the Purchaser's inspector(s) (the "Inspection") at the Purchaser's own expense, and the obtaining of a report(s) (the "Report") satisfactory to the Purchaser in the Purchaser's sole and absolute discretion until January 15th, 2021. The Vendor agrees to co-operate in providing access to the Property for the purpose of this Inspection.

If the results of the Inspection and Report are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
 3. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax). Upon closing, the Purchaser agrees to reimburse the Vendor's appraisal costs as part of this transaction which shall be to a maximum of Four Thousand Five Hundred Dollars (\$4,500.00) CDN (excluding tax).
 4. **CHATELS INCLUDED:** All items as of the date of this Offer being November 3, 2020 which include all appliances, blinds, window coverings, shower rods and curtains, newer gas lawn mower, aluminum extension ladder, three (3) shovels, one (1) leaf rake, one (1) small step ladder, and six (6) garbage bins, energy efficient light bulbs, several containers of recent touch of paints, extra furnace filters, one (1) hand drain cleaner, vacuum cleaner & extra bags(s), existing dehumidifier(s), and furniture (if not belonging to the existing tenants).
 5. **FIXTURES EXCLUDED:** NIL
 6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: None
 7. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
 8. **RESIDENTIAL TENANCIES:** The Vendor represents and warrants that:
 - a) the Property is subject to a tenancy in favour of (the "Tenants") in both upstairs and downstairs units and the Vendor agrees to provide the Purchaser copies of the leases for the Property to the Purchaser within five (5) business days of the Acceptance of this agreement.
 - b) rent currently being charged to the Tenants is legal and that all appropriate notices have been given to validate any rent increases affecting the Property;
 - c) there are no outstanding applications, objections or investigations pertaining to the aforementioned tenancies and no outstanding orders or directions to roll back or rebate any rental amounts to the Tenants or previous tenants; and
 - d) there are no outstanding orders or directions regarding any improvements relating to or indicating any deterioration in the standard of maintenance and/or repair with respect to the Property.
 - e) the Vendor shall provide the Purchaser tenant acknowledgement forms completed by the Tenants in the form requested by the City on or before closing.
- The Vendor acknowledges and agrees that the foregoing representations and warranties shall not merge on but shall survive the completion of this transaction.
9. **POSSESSION PRIOR TO CLOSING:** The Vendor is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the Purchaser.

SCHEDULE "A" Cont'd
Agreement of Purchase and Sale

pg 5 of 5

SCHEDULE "B"



APPENDIX "A" SOURCE OF FINANCING REPORT

APPENDIX "A"
CONFIDENTIAL

Chair and Members
Corporate Services Committee

#20163
November 16, 2020
(Property Acquisition)

**RE: Property Acquisition - 2 Saunby Street - For Natural Heritage Open Space
(Subledger LD190118)
Capital Project PK273520 - Parkland Acquisition
Capital Project PK275520 - Woodland Property Acquisition**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget but can be accommodated with an additional drawdown from Parkland Reserve Fund and the Woodland Acquisition & Management Reserve Fund and that, subject to the adoption of the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>
<u>PK273520 - Parkland Acquisition</u>					
Land Acquisition	\$968,844	\$600,000	\$1,568,844	\$968,844	\$600,000
Construction	13,000		13,000	13,000	
City Related Expenses	67,000		67,000	67,000	0
	<u>1,048,844</u>	<u>600,000</u>	<u>1,648,844</u>	<u>1,048,844</u>	<u>600,000</u>
<u>PK275520 - Woodland Property Acquisition</u>					
Land Acquisition	263,222	129,798	393,020	263,222	129,798
NET ESTIMATED EXPENDITURES	<u>\$1,312,066</u>	<u>\$729,798</u>	<u>\$2,041,864</u>	<u>\$1,312,066</u> 1)	<u>\$729,798</u>

SOURCE OF FINANCING

<u>PK273520 - Parkland Acquisition</u>					
Drawdown from Parkland R.F.	2)	\$1,048,844	\$600,000	\$1,648,844	\$600,000
<u>PK275520 - Woodland Property Acquisition</u>					
Drawdown from Woodland Acquisition and Management Reserve Fund	2)	263,222	129,798	393,020	129,798
TOTAL FINANCING		<u>\$1,312,066</u>	<u>\$729,798</u>	<u>\$2,041,864</u>	<u>\$1,312,066</u>


1) **Financial Note:**

Purchase Cost
Add: Land Transfer Tax
Add: Due Diligence Costs
Add: HST @13%
Less: HST Rebate
Total Purchase Cost

PK273520 & PK275520	
	\$677,000
	20,030
	20,500
	90,614
	(78,346)
	<u>\$729,798</u>

- 2) The additional funding is available as separate drawdowns from the Woodland Acquisition and Management Reserve Fund and the Parkland Reserve Fund. The uncommitted balances in the Woodland Acquisition and Management Reserve Fund and the Parkland Reserve Fund will be approximately \$2.5 million and \$2.1 million respectively with the approval of this project.

kw


 Kyle Murray
 Director, Financial Planning & Business Support