



Council Agenda Including Addeds

12th Meeting of City Council

June 27, 2023

1:00 PM

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

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

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

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

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

Pages

1. **Disclosures of Pecuniary Interest**
2. **Recognitions**
3. **Review of Confidential Matters to be Considered in Public**
4. **Council, In Closed Session**

4.1 Personal Matters/Identifiable Individuals

A matter pertaining to personal matters about an identifiable individuals, including communications necessary for that purpose, as it relates to interviews for nomination to the London Police Services Board of Directors. (6.1/17/SPPC)

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. (6.1/12/CSC)

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

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

instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/12/CSC)

4.4 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.3/12/CSC)

4.5 Litigation/Potential Litigation/Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the security of the property of the municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 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 or local board. (6.4/12/CSC)

4.6 Personal Matters/Identifiable Individual

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/13/CSC)

4.7 Litigation/Potential Litigation

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/10/CPSC)

4.8 Solicitor-Client Privilege/Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation 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 or local board. (6.2/10/CPSC)

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

5.1 11th Meeting held on June 6, 2023

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6. Communications and Petitions

6.1 Blackfriars Bridge - Long Term Use

(Refer to the Civic Works Committee Stage for Consideration with Item #8 (3.1) of the 10th Report of the Civic Works Committee)

1. B. McEachen

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2.	D. Fortney	73
3.	S. Flaxman	74
4.	A.M. Valastro	75
5.	B. Benedict	77
6.	J. Sayles	78
6.2	221 Queens Avenue (TZ-9598)	
	(Refer to the Planning and Environment Stage for Consideration with Item #4 (3.1) of the 10th Report of the Planning and Environment Committee)	
1.	R. Sifton, President & CEO, Sifton Properties Limited	80
6.3	<i>(ADDED) 5 Year Review - Community Improvement Plans and Financial Incentive Programs (Final)</i>	
	(Refer to the Planning and Environment Committee Stage for Consideration with Item #5 (3.2) of the 10th Report of the Planning and Environment Committee)	
1.	<i>(ADDED) Mayor Morgan and Councillor Franke</i>	82
6.4	<i>(ADDED) Building Division Staffing Enhancements: A Path to 47,000 Units by 2031</i>	
	(Refer to the Planning and Environment Stage for Consideration with Item #5 (2.5) of the 11th Report of the Planning and Environment Committee)	
1.	<i>(ADDED) J. Zaifman, CEO - London Home Builders' Association</i>	83
6.5	955 Gainsborough Road - Draft Plan of Subdivision and Zoning By-law Amendment (OZ-9502)	
	(Refer to the Planning and Environment Stage for Consideration with Item #8 (3.3) of the 11th Report of the Planning and Environment Committee)	
1.	M. Turgeon, Development Manager, BlueStone Properties Inc.	84
6.6	<i>(ADDED) 755, 785 & 815 Wonderland Road South (OZ-9565)</i>	
	(Refer to the Planning and Environment Stage for Consideration with Item #10 (3.4) of the 11th Report of the Planning and Environment Committee)	
1.	<i>(ADDED) M. Macleod</i>	85
2.	<i>(ADDED) J. Blake</i>	86
3.	<i>(ADDED) F. and F. Abdo</i>	87
4.	<i>(ADDED) B. Maly, Executive Director and S. A. Collyer, Board Chair - LDBA Downtown London</i>	88

5.	<i>(ADDED) C. Kulchycki, Senior Associate - Zelinka Priamo Ltd.</i>	90
6.	<i>(ADDED) A. and D. Bouffard</i>	92
7.	<i>(ADDED) Ahmad Family</i>	94
8.	<i>(ADDED) D. and G. Price</i>	95
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1.	Disclosures of Pecuniary Interest	
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3.	(2.2) Contract Award - RFT-2023-083 - Traffic Signal Rebuilds for Wonderland Road South at Village Green Avenue and at Teeple Terrace- Irregular Result	
4.	(2.3) Vauxhall WWTP Pilot Plant - Request to Negotiate and Execute Site Access Agreement (Relates to Bill No. 187)	
5.	(2.4) Appointment of Consulting Engineers for Contract Administration Services - Stormwater Infrastructure and Channel Remediation Projects	
6.	(2.5) Funding to Support UTRCA Capital/Maintenance Projects and City Watercourse Monitoring Program	
7.	(2.6) Contract Price Increase - Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project	
8.	(3.1) Blackfriars Bridge - Long Term Use	
9.	(4.1) Core Area Parking Initiatives	
10.	(5.1) Deferred Matters List	
11.	(5.2) Community Advisory Committee Vacancies	
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1.	Disclosures of Pecuniary Interest	
2.	(5.1) Consideration of Appointment to the London Police Services Board	
8.3	18th Meeting of the Strategic Priorities and Policy Committee	111
1.	Disclosures of Pecuniary Interest	
2.	(2.3) London Economic Development Corporation (LEDC)	

Activity Report Update 2022

3. (2.4) London Community Recovery Network - Update Report 2020-2022
 4. (2.5) London Community Grants Program Innovation and Capital Funding Allocations (2023)
 5. (2.6) Anti-Hate Response Pilot Agreement with Ontario Ministry of Citizenship and Multiculturalism (Relates to Bill No. 190)
 6. (2.7) 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee
 7. (3.1) London Hydro Inc. - 2022 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 191)
 8. (3.2) London and Middlesex Community Housing - 2022 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 192)
 9. (3.3) Housing Development Corporation, London (HDC) - 2022 Annual General Meeting of the Shareholder Annual Resolutions
 10. (3.4) 2024 Growth Management Implementation Strategy (GMIS) Update
 11. (4.1) Lower Thames Valley Conservation Authority (LTVCA) and Kettle Creek Conservation Authority (KCCA) - Ministry of Natural Resources and Forestry
 12. (2.1) June Progress Update - Health and Homelessness Whole of Community System Response
 13. (2.2) Core Area Action Plan 2022 Review
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 2. (2.1) 6th Report of the Ecological Community Advisory Committee
 3. (2.2) ESA Lands Asset Plan and Data Management Tool - Contract Award (RFP-2023-018)
 4. (3.1) 221 Queens Avenue (TZ-9598) (Relates to Bill No. 201)
 5. (3.2) 5 Year Review - Community Improvement Plans and Financial Incentive Programs (Final)
 6. (5.1) Deferred Matters
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1. Disclosures of Pecuniary Interest
 2. (2.1) ReThink Zoning Progress Update
 3. (2.2) Request for Heritage Designation - 81 Wilson Avenue

	4.	(2.4) Heritage Alteration Permit - 1 Cathcart Street and 115 Bruce Street - Wortley Village-Old South Heritage Conservation District (HAP23-036-L)	
	5.	(2.5) Building Division Staffing Enhancements: A Path to 47,000 Units by 2031	
	6.	(2.3) Request for Heritage Designation - 599-601 Richmond Street	
	7.	(3.1) 568 Second Street Zoning By-law Amendment (Z-9522) (Relates to Bill No. 202)	
	8.	(3.2) 1176, 1180, 1182 and 1186 Huron Street and 294 Briarhill Avenue Official Plan and Zoning By-law Amendment (OZ-9596) (Relates to Bill No.'s 195 and 203)	
	9.	(3.3) 954 Gainsborough Road - Draft Plan of Subdivision and Zoning By-law Amendment (OZ-9502) (Relates to Bill No. 204)	
	10.	(3.4) 755, 785 & 815 Wonderland Road South (OZ-9565)	
	11.	(5.1) 7th Report of the Community Advisory Committee on Planning	
8.6		12th Report of the Corporate Services Committee	145
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	2.	(2.2) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 186)	
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	6.	(2.1) 2023-2027 Strategic Advocacy Framework	
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	8.	(5.1) Councillor Expense Approval Request	
8.7		13th Report of the Corporate Services Committee	174
	1.	Disclosures of Pecuniary Interest	
8.8		10th Report of the Community and Protective Services Committee	175
	1.	Disclosures of Pecuniary Interest	
	2.	(2.1) 6th Report of the Animal Welfare Community Advisory Committee	
	3.	(2.2) London's Newcomer Strategy - Choose London - Innovative, Vibrant and Global	

	4.	(2.3) Completion of Downtown Camera Program and Code of Practice Information Report	
	5.	(2.5) Neighbourhood Decision Making Program Fairness and Equity Review	
	6.	(2.6) London Fire Department Single Source Traffic Management System Vehicle Monitoring Units	
	7.	(2.7) London Fire Department Single Source Request for Fire Apparatus - SS-2023-172	
	8.	(2.8) London Fire Department Single Source Request for a Decontamination Pod Report - SS-2023-171	
	9.	(2.9) Recreation Activity Management System Contract Extension (Relates to Bill No. 189)	
	10.	(2.10) 2019-2023 Multi-Sector Service Accountability Agreement - Dearness Home Adult Day Program and Ontario Health West - Declaration of Compliance – April 1, 2022 – March 31, 2023	
	11.	(2.4) Delegation of Authority for Municipal Contribution Agreements for Affordable Housing (Relates to Bill No. 188)	
	12.	(3.1) Housekeeping Amendments -Administrative Monetary Penalty Systems and Business Licensing By-law (Relates to Bill No.'s 193 and 197)	
	13.	(4.1) Occupant Noise Enforcement - Partnered Pilot Project Update	
	14.	(4.2) Fireworks By-Law Options Report	
	15.	(4.3) Encampment Response Update	
	16.	(4.4) Councillor J. Pribil - Winter Response Program	
	17.	(5.1) Deferred Matters List	
8.9		<i>(ADDED) 11th Meeting of the Community and Protective Services Committee</i>	191
	1.	<i>(ADDED) Disclosures of Pecuniary Interest</i>	
	2.	<i>(ADDED) (4.1) Building Safer Communities Fund (BSCF) Multi-Year Contribution</i>	
8.10		2nd Report of the Audit Committee	193
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	2.	(4.1) 2022 Financial Audit	
	3.	(4.2) 2021 Old East Village Business Improvement Area Board of Management Audited Financial Statements	
	4.	(4.3) Briefing Note From Internal Auditor - MNP	
	5.	(4.4) Internal Audit Follow Up Activities Dashboard - MNP	

- 6. (4.5) Recruitment and Selection Audit - Final Report - MNP
- 7. (4.6) PS 3280 - Asset Retirement Obligations (ARO) Audit - MNP

9. Added Reports

9.1 10th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

By-laws to be read a first, second and third time:

- 13.1 Bill No. 185 By-law No. A.- _____ - _____ 195

A by-law to confirm the proceedings of the Council Meeting held on the 27th day of June 2023. (City Clerk)
- 13.2 Bill No. 186 By-law No. A.-6151(____)-_____ 196

A by-law to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting and replacing Attachment “B” to Schedule “A” – Sale and other Disposition of land Policy of the By-law to amend the current pricing for all City owned industrial parks. (2.2a/12/CSC)
- 13.3 Bill No. 187 By-law No. A.- _____ - _____ 198

A by-law to authorize the negotiation of a site access Agreement between The Corporation of the City of London and Pall Water and to authorize the Mayor and City Clerk to execute the Agreement when finalized. (2.3/10/CWC)
- 13.4 Bill No. 188 By-law No. A.- _____ - _____ 199

A by-law to authorize the Deputy City Manager, Planning and Economic Development to approve and execute certain agreements related to Contribution Agreements between affordable housing providers and The Corporation of the City of London. (2.4/10/CPSC)
- 13.5 Bill No. 189 By-law No. A.- _____ - _____ 201

A by-law to approve and authorize the execution of the PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London. (2.9/10/CPSC)
- 13.6 Bill No. 190 By-law No. A.- _____ - _____ 249

A by-law to approve and authorize the execution of the Ontario Transfer Payment Agreement between His Majesty the King in right of the Province of Ontario, as represented by the Minister of Citizenship and Multiculturalism for the Province of Ontario and The Corporation of the

	City of London for the provision of funding for the Anti-Hate Response Pilot. (2.6/18/SPPC)	
13.7	Bill No. 191 By-law No. A.- _____ - _____ A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (3.1/18/SPPC)	285
13.8	Bill No. 192 By-law No. A.- _____ - _____ A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.2/18/SPPC)	289
13.9	Bill No. 193 By-law No. A-54-23 _____ A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to repeal and replace Schedules “A-2” through to “A-22” and “A-26” through to “A-27”. (3.1a/10/CPSC)	292
13.10	Bill No. 194 By-law No. C.P.-1512(____)-____ A by-law to amend the Official Plan for the City of London, 2016 relating to 340-390 Saskatoon Street. (3.1a/9/PEC)	298
13.11	Bill No. 195 By-law No. C.P.-1512(____)-____ A by-law to amend The Official Plan for the City of London, 2016 relating to 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue. (3.2a/11/PEC)	300
13.12	Bill No. 196 By-law No. C.P.-1512(____)-____ A by-law to amend the Official Plan relating to 755, 785 & 815 Wonderland Road South. (3.4c/11/PEC)	304
13.13	Bill No. 197 By-law No. L.-131(____)-____ A by-law to provide for the Licensing and Regulation of Various Businesses. (3.1b/10/CPSC)	308
13.14	Bill No. 198 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wilton Grove Road, east of Sise Road) (Chief Surveyor – for road dedication purposes pursuant to SPA22-012)	319
13.15	Bill No. 199 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of Gainsborough Road) (Chief Surveyor - for road dedication purposes pursuant to SPA20-043)	321
13.16	Bill No. 200 By-law No. W.-5669(____)-____ A by-law to amend by-law No. W.-5669-63 being, “A by-law to authorize the Dingman Drive Road Improvements – HWY 401 to Wellington Road (Project No. TS1746).” (2.5/9/CWC)	324
13.17	Bill No. 201 By-law No. Z.-1-23 _____	325

	A by-law to amend By-law No. Z.-1 to extend a temporary zone located at 221 Queens Avenue. (3.1b/10/PEC)	
13.18	Bill No. 202 By-law No. Z.-1-23 _____	327
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 568 Second Street (at Oxford Street East). (3.1a/11/PEC)	
13.19	Bill No. 203 By-law No. Z.-1-23 _____	329
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue. (3.2b/11/PEC)	
13.20	Bill No. 204 By-law No. Z.-1-23 _____	333
	A by-law to amend By-law No. Z.-1 to rezone lands located at 954 Gainsborough Road. (3.3b/11/PEC)	
13.21	Bill No. 205 By-law No. Z.-1-23 _____	336
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 755, 785 and 815 Wonderland Road South. (3.4d/11/PEC)	

14. Adjournment



Council Minutes

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

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

Absent: S. Stevenson

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

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

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

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

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

4.2 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

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

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

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

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

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

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

4.5 Labour Relations/Employee Negotiations

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

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

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

5.1 10th Meeting held on May 16, 2023

Motion made by: S. Lehman

Seconded by: S. Hillier

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

6. Communications and Petitions

None.

7. Motions of Which Notice is Given

None.

8. Reports

8.1 9th Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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

Motion made by: E. Pelosa

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

Motion Passed

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

Motion made by: E. Pelosa

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

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

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

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

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

Motion Passed

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

Motion made by: E. Pelosa

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

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

Motion Passed

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

Motion made by: E. Pelosa

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

Motion Passed

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

Motion made by: E. Pelosa

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

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

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

Motion Passed

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

Motion made by: E. Pelozza

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

Motion Passed

- 8.2 9th Report of the Civic Works Committee

Motion made by: C. Rahman

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

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

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

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 6th Report of the Environmental Stewardship and Action Community Advisory Committee, from the meeting held on May 3, 2023:

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

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

Motion Passed

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

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 24, 2023, related to the Dingman Creek Pumping Station Consulting Fees Value Increase:

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

Motion Passed

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

Motion made by: C. Rahman

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

Motion Passed

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

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 24, 2023, related to the 2023 New Traffic and Pedestrian Signals and Pedestrian Crossover:

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

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

Motion Passed

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

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 24, 2023, related to the Contract Award for the Dingman Drive Improvements (RFT-2023-016):

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

Motion Passed

7. (4.1) Downtown Bike Locker Pilot Project Results

Motion made by: C. Rahman

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

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

Motion Passed

8. (4.2) Final Connected and Automated Vehicle Plan

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 24, 2023, related to the Final Connected and Automated Vehicle Plan:

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

Motion Passed

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

Motion made by: C. Rahman

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

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

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

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

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

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

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

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

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

Motion Passed (13 to 0)

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

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

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

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

Motion Passed (13 to 0)

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

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

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

8.3 16th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

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

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

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

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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

Motion made by: S. Lewis

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

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

Motion Passed

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

Motion made by: S. Lewis

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

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

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

Motion Passed

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

Motion made by: S. Lewis

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

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

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

Motion Passed

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

Motion made by: S. Lewis

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

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

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

Motion Passed

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

Motion made by: S. Lewis

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

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

Motion Passed

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

Motion made by: S. Lewis

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

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

Motion Passed

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

Motion made by: S. Lewis

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

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

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

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

Motion made by: S. Lewis

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

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

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

Motion Passed (13 to 0)

Motion made by: S. Lewis

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

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

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

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

Motion Passed (11 to 2)

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

Motion made by: S. Lewis

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

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

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

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

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

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

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

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

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

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

Nays: (1): P. Van Meerbergen

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

Motion Passed (12 to 1)

8.4 9th Report of the Planning and Environment Committee

Motion made by: S. Lehman

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

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

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

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

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Community Advisory Committee on Planning
Motion made by: S. Lehman
That the 6th Report of the Community Advisory Committee on Planning, from its meeting held on May 10, 2023, BE RECEIVED for information.

Motion Passed

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

Motion Passed

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

Motion Passed

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

Motion Passed

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

Motion Passed

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

Motion made by: S. Lehman

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

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

Motion Passed

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

Motion made by: S. Lehman

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

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

Motion Passed

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

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by 1216571 Ontario Inc., relating to the property located at 847-851 Wonderland Road South, the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Associated Shopping Area Commercial Special Provision (ASA1(7)) Zone TO an Associated Shopping Area Commercial Special Provision (ASA1(_)) Zone;

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

- T. Brydges, Zelinka Priamo Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions and Shopping Area Place Type;
- the recommended amendment would permit a new use that is appropriate within the surrounding context; and,
- the recommended amendment would provide access to medical/dental offices in a convenient and accessible location to meet the needs of neighbourhood residents. (D04-2023)

Motion Passed

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

Motion made by: S. Lehman

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

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

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

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

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

Motion Passed

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

Motion made by: S. Lehman

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

a) the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R2 (R2-2) Zone TO a Residential R3 Special Provision (R3-1(*)) Zone and a Residential R3 Special Provision (R3-1(**)) Zone; and,

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

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

- N Dyjack, Strik Baldinelli Moniz Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and the Neighbourhoods Place Type; and,
- the recommended amendment facilitates the development of a vacant site within the Built-Area Boundary and Primary Transit Area with an appropriate form of infill development. (D04-2023)

Motion Passed

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

Motion made by: S. Lehman

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

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

b) the proposed by-law appended to the staff report dated May 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R2/Office Conversion (R2-2/OC5) Zone and a Residential R1 (R1-6) Zone TO a Residential R9 Special Provision (R9-7(_)*H34) Zone;

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

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

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

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

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

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

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

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

Motion Passed

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

Motion made by: S. Lehman

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

a) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 6, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject lands FROM a Residential R9 (R9-7*H32) Zone TO a Holding Residential R9 Special Provision (h*R9-7()*H51) Zone;

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

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

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

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

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

- H. Froussios, Zelinka Priamo Ltd.; and,
- C. McCullich;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of the Official Plan for the City of London, 2016, including, but not limited to the High Density Residential Overlay, the Neighbourhoods Place Type, City Building and Design, Our Tools, and all other applicable policies in the Official Plan for the City of London, 2016; and,
- the recommended amendment facilitates the development of a site within the Primary Transit Area and Built-Area Boundary with an appropriate form of new development. (D04-2023)

Motion Passed

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

Motion made by: S. Lehman

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

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

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

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

Absent: (1): S. Stevenson

Motion Failed (7 to 7)

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

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

Motion made by: S. Lewis

Seconded by: S. Hillier

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

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

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

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

Absent: (1): S. Stevenson

Motion Passed (9 to 5)

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

Motion made by: S. Lehman

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

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

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

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

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

- H. Froussios, Zelinka Priamo Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions, Neighbourhoods Place Type, and Specific Policy Areas policies; and,
- the recommended amendment would broaden the scope of permitted uses in an existing building with existing light industrial and associated office uses. (D04-2023)

Motion made by: S. Lehman

Seconded by: C. Rahman

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

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

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

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

- H. Froussios, Zelinka Priamo Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions, Neighbourhoods Place Type, and Specific Policy Areas policies; and,
- the recommended amendment would broaden the scope of permitted uses in an existing building with existing light industrial and associated office uses. (D04-2023)"

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

Motion made by: S. Lehman

Seconded by: C. Rahman

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

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

Motion made by: S. Lehman

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

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

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

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

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

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

- the recommended amendments are consistent with the Provincial Policy Statement (2020), including policy 1.4.3 that requires that the City to plan for an appropriate mix of housing types and densities and permit, where appropriate “all forms of residential intensification, including additional residential units.”;
- the recommended amendments will permit additional residential units in accordance with changes to the Planning Act made through the More Homes Act; and,
- the recommended amendments align with City initiatives to increase housing supply, including affordable housing. This includes The City of London Housing Pledge that was approved by Council in February, 2023. (D04-2023)

Motion made by: S. Lehman

Seconded by: P. Cuddy

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

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

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

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

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

Association;

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

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

- the recommended amendments are consistent with the Provincial Policy Statement (2020), including policy 1.4.3 that requires that the City to plan for an appropriate mix of housing types and densities and permit, where appropriate "all forms of residential intensification, including additional residential units.";
- the recommended amendments will permit additional residential units in accordance with changes to the Planning Act made through the More Homes Act; and,
- the recommended amendments align with City initiatives to increase housing supply, including affordable housing. This includes The City of London Housing Pledge that was approved by Council in February, 2023. (D04-2023)"

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

Motion made by: S. Trosow

Seconded by: S. Lehman

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

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

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

Absent: (1): S. Stevenson

Motion Failed (7 to 7)

Motion made by: S. Trosow

Seconded by: S. Lewis

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

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

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

Nays: (1): P. Van Meerbergen

Absent: (1): S. Stevenson

Motion Passed (13 to 1)

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

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

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

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

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

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

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

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

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

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

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

- the recommended amendments are consistent with the Provincial Policy Statement (2020), including policy 1.4.3 that requires that the City to plan for an appropriate mix of housing types and densities and permit, where appropriate “all forms of residential intensification, including additional residential units.”;
- the recommended amendments will permit additional residential units in accordance with changes to the Planning Act made through the More Homes Act; and,
- the recommended amendments align with City initiatives to increase housing supply, including affordable housing. This includes The City of London Housing Pledge that was approved by Council in February, 2023. (D04-2023)

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

Motion made by: S. Lehman

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

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

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

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

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

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

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

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

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

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

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

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

- H. Froussios, Zelinka Priamo Ltd.; and,
- Y. Lavie."

Motion made by: S. Lehman

Seconded by: A. Hopkins

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

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

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

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

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

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

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

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

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

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

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

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

- H. Froussios, Zelinka Priamo Ltd.; and,
- Y. Lavie."

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

Motion made by: S. Lehman

Seconded by: P. Cuddy

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

8.5 10th Report of the Corporate Services Committee

Motion made by: S. Lewis

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2022 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring

Motion made by: S. Lewis

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

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

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

Motion Passed

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

Motion made by: S. Lewis

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

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

Motion Passed

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

Motion made by: S. Lewis

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

Motion Passed

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

Motion made by: S. Lewis

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

Motion Passed

6. (2.7) Closed Meeting Complaint - Ombudsman Report

Motion made by: S. Lewis

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

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

Motion Passed

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

Motion made by: S. Lewis

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

Motion Passed

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

Motion made by: S. Lewis

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

- a) application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the City of London as approving authority, for the approval to expropriate the land required for the East London Link project;
- b) The Corporation of the City of London serve and publish notice of the above application in accordance with the terms of the Expropriations Act;
- c) The Corporation of the City of London forward to the Ontario Land Tribunal any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and
- d) the proposed by-law, as appended to the staff report dated May 23, 2023 as Schedule "B" BE INTRODUCED at the Council meeting on June 6, 2023 to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions.

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

Nays: (1): P. Van Meerbergen

Absent: (1): S. Stevenson

Motion Passed (13 to 1)

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

Motion made by: S. Lewis

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

- a) application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the

City of London as approving authority, for the approval to expropriate the land required for the Wellington Gateway Project;

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

c) The Corporation of the City of London forward to the Ontario Land Tribunal any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and

d) the proposed by-law, as appended to the staff report dated May 23, 2023 as Schedule "B" BE INTRODUCED at the Council meeting on June 6, 2023, to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions.

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

Nays: (1): P. Van Meerbergen

Absent: (1): S. Stevenson

Motion Passed (13 to 1)

9. (4.1) Budweiser Gardens Expansion and Renovation Proposal

Motion made by: S. Lewis

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

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

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

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

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

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

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

Motion made by: S. Franke

Seconded by: Mayor J. Morgan

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

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

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

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

Absent: (1): S. Stevenson

Motion Passed (14 to 0)

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

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

Motion made by: S. Lewis

Seconded by: P. Cuddy

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

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

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

Motion Passed (13 to 0)

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

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

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

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

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

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

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

Motion made by: A. Hopkins

Seconded by: S. Franke

That Council recess at this time.

Motion Passed

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

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

Motion made by: S. Lewis

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

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

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

Motion Failed (0 to 13)

Motion made by: S. Lewis

Seconded by: A. Hopkins

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

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

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

Motion Passed (13 to 0)

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

Motion made by: S. Lewis

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

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

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

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

Motion Failed (2 to 11)

Motion made by: S. Lewis

Seconded by: D. Ferreira

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

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

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

Motion Passed (13 to 0)

8.6 11th Report of the Corporate Services Committee

Motion made by: S. Lewis

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

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

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

Motion Passed (13 to 0)

9. Added Reports

9.1 9th Report of Council in Closed Session

Motion made by: D. Ferreira

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

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

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

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

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

Motion Passed (13 to 0)

10. Deferred Matters

None.

11. Enquiries

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

12. Emergent Motions

None.

13. By-laws

Motion made by: A. Hopkins

Seconded by: S. Trosow

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

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

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

Motion Passed (13 to 0)

Motion made by: D. Ferreira

Seconded by: C. Rahman

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

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

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

Motion Passed (13 to 0)

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

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

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

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

Motion Passed (13 to 0)

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

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

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

Nays: (1): P. Van Meerbergen

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

Motion Passed (12 to 1)

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

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

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

Nays: (1): P. Van Meerbergen

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

Motion Passed (12 to 1)

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

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

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

Nays: (1): P. Van Meerbergen

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

Motion Passed (12 to 1)

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

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

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

14. Adjournment

Motion made by: S. Trosow

Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 4:09 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Lease Agreement

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THIS INDENTURE made this day of ,2023

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

BETWEEN:

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

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WITNESSETH THAT:

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

ARTICLE I **Term of Lease**

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

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

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

ARTICLE II **Purpose and Improvements**

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

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

ARTICLE III
Approvals

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

ARTICLE IV
Alterations

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

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

ARTICLE V
Rent

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

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

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

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

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

Additional Rent

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

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

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

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

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

ARTICLE VI **Possession and Maintenance**

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

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

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

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

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

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

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

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

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

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

ARTICLE VII **Operation**

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

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

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

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

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

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

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

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

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

ARTICLE VIII
Insurance

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

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

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

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

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

ARTICLE IX
Subletting and Assigning

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

ARTICLE X
Leasehold Security

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

ARTICLE XI
Indemnity

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

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

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

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

ARTICLE XII **Authority Covenants**

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

ARTICLE XIII **Authority Remedies**

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

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

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

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

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

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

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

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

ARTICLE XIV
Waiver of Default

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

ARTICLE XV
Force Majeure

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

15.2 Dispute Resolution Process

Negotiations

(1) The Parties will both attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between representatives of the Parties who have authority to settle the controversy.

(2) The disputing Party will give the other Party written notice of the dispute. Within seven (7) calendar days after receipt of this notice, the receiving Party shall submit to the other a written response. The notice and response shall include:

- (a) a statement of each Party's understanding of the issue(s) in dispute; and
- (b) the name and title of the person who will represent that Party.

(3) The notice and responses shall not exceed three (3) pages. The representatives shall meet at a mutually acceptable time and place within seven (7) calendar days of the date of the disputing Party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

Mediation

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

- (i) Selection of Neutral

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

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

(ii) Time and Place for Mediation

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

(iii) Summary of Views

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

(iv) Staffing at Mediation

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

(v) Conduct of Mediation

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

(vi) The Neutral's Views

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

(vii) Termination of Procedure

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

(viii) Fees of Neutral; Disqualification

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

(ix) Confidentiality

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

ARTICLE XVI
Arbitration

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

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

ARTICLE XVII
Notices

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

the Authority at:

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

the Tenant at:

Attention: Manager – Lands, Facilities and Conservation Areas

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

Attention: Director, Realty Services

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

ARTICLE XVIII
General Clauses

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

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

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

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

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

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

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

Option to Purchase

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

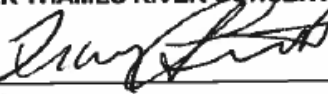
18.9 If any clause or part of a clause contained in this Lease shall be judicially held invalid or unenforceable, the remainder of this Lease shall be interpreted as if such clause or part of a clause had not been included.

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

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

IN WITNESS WHEREOF the parties hereto have executed this Lease this _____ day of _____, 2023.

UPPER THAMES RIVER CONSERVATION AUTHORITY

Per: 
Name: Tracy Annett, M.Sc., M.P.P.
Title: General Manager/Secretary Treasurer

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

CORPORATION OF THE CITY OF LONDON

Per: _____
Josh Morgan, Mayor

Per: _____
Michael Schulthess, City Clerk

SCHEDULE "A"

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

SCHEDULE "B"

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

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

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

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

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

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

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

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

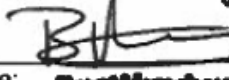
4. The Tenant may elect to cancel this agreement by advising the Landlord in writing on or before closing and have the deposit repaid without interest.
 5. The sale shall be completed on the 30th day after the later of the date of the exercise of the Option and the date of completion of an appraisal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

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

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

**UPPER THAMES RIVER CONSERVATION
AUTHORITY**

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

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

CORPORATION OF THE CITY OF LONDON

Per: _____
Josh Morgan, Mayor

Per: _____
Michael Schulthess, City Clerk

SCHEDULE "A1"

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

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

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

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

Time shall be of the essence of this option.

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

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

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

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

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

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

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

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

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

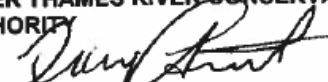
16. Tender of documents or money (or notices as provided in this agreement) may be made on the solicitor for either party, and money may be tendered by cheque.

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

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

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

**UPPER THAMES RIVER CONSERVATION
AUTHORITY**

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

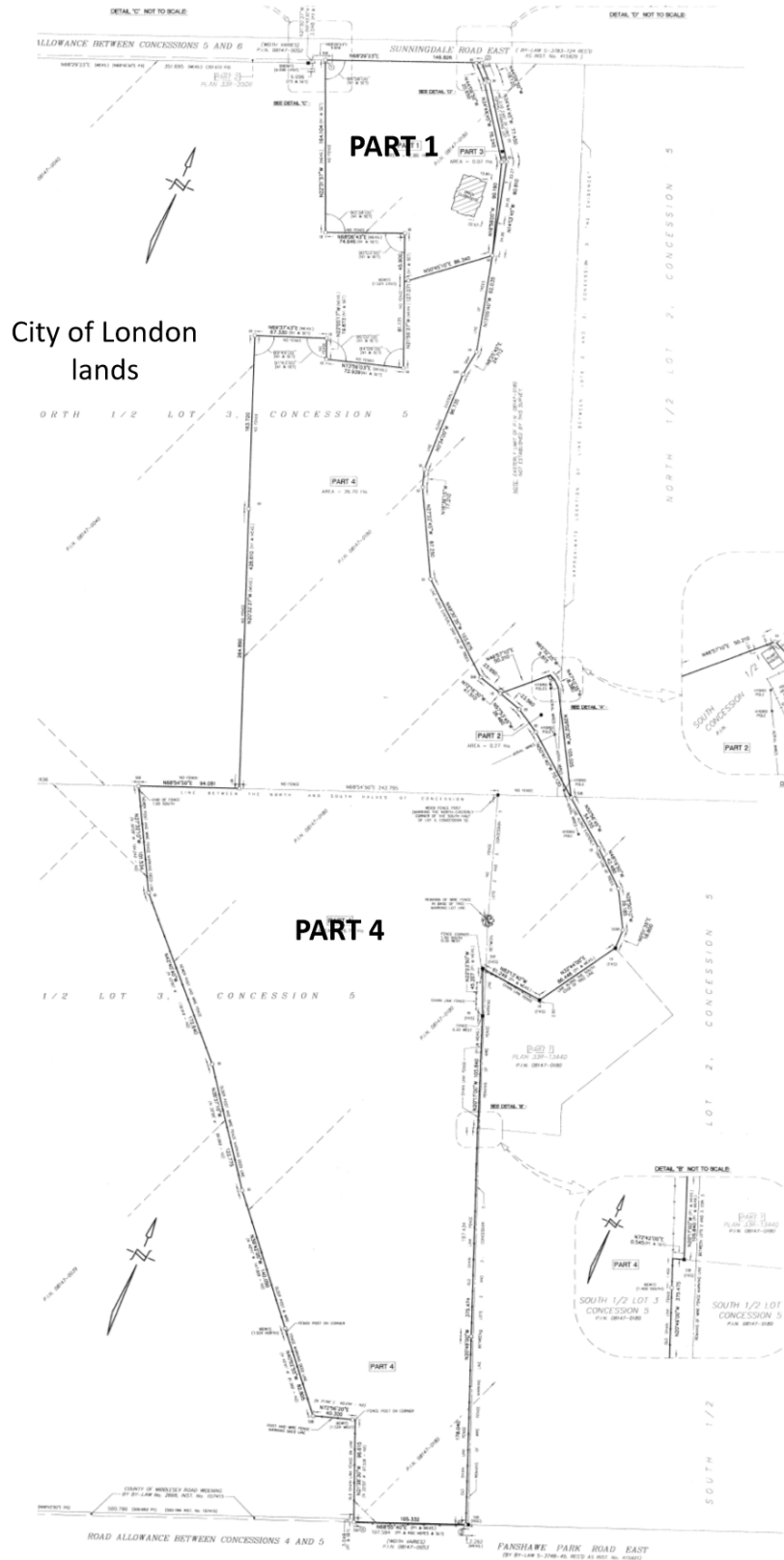
Per: 
Name: Brent Verschure, Manager
Title: Lands, Facilities and Conservation Areas
CORPORATION OF THE CITY OF LONDON

Per: _____
Josh Morgan, Mayor

Per: _____
Michael Schulthess, City Clerk

Appendix B

Part 1 and Part 4 in 33R-14008



From: Beth McEachen
Sent: Monday, June 12, 2023 2:46 PM
To: Mason, Kiersten <kmason@london.ca>
Subject: [EXTERNAL] Re: Blackfriars Bridge

To whom it may concern,

I would love to attend the June 13th CWC meeting, with my interest being the long-term use of the Blackfriars bridge, but unfortunately I cannot be there.

In short, my family uses the bridge every weekday and Sundays, and we favour the bridge as it is now used - open to all traffic year round. It would be a great inconvenience for it to be open to motorized vehicles only in the spring and summer. My oldest sons bike to high school across the bridge and feel satisfied that the bike lane is wide enough for both bicycles and motorized vehicles to cross the bridge. They have not felt unsafe crossing the bridge at any time. This is our neighbourhood and we walk over the bridge and on the Thames Valley Parkway very often for leisure, and have never felt unsafe doing so. On the bridge, pedestrians are physically separated from the vehicles by the metal structure - unlike on many bridges where the only separation is the height difference of the sidewalk. I drive my daughter to school each day and need to do so as she has a large musical instrument to carry. Eastbound over the Blackfriars bridge is by far our best route. Certain areas of downtown are much easier to access by crossing this bridge rather than the Oxford or Riverside bridges. I have read the traffic study report, and it would suggest that there are enough people accessing Blackfriars bridge by car that it should remain open to this traffic, which would not make it inaccessible to cyclists or pedestrians in any way.

One potential recommendation is for there to be a crosswalk with blinking lights at the west side of the bridge for Thames Valley Parkway users, just like the crosswalk at the east side of the bridge. This crossing is directly following a speed bump for cars, so vehicles are already moving slowly, but if cyclists and pedestrians were concerned about safety, this would address that concern.

Thank you.
Beth McEachen,
Ward 13.

Dear Mayor and City Councillors:

I live in the Blackfriar's neighbourhood and would like to share with you my opinion about the Blackfriar's Bridge.

I would like to see all traffic prohibited from using the bridge , and it be solely for the use of pedestrians , bicyclists and other non motorized modes of transportation . I think many would agree that our City has become a " traffic nightmare " ; with continuous traffic violations and accidents . It's telling that many neighbourhoods have resorted to posting signs asking drivers to slow down so as not to hit their children !

Ward thirteen deserves an area where pedestrians can enjoy using the historic bridge in a peaceful natural area . And our neighbourhood suffers enough .. being used as cut through streets where people speed through day and night , disrupting our safety and quality of life .

Barring this option , I encourage you to institute the compromise position put forward by your staff . Prohibit traffic during the spring , summer , and early fall months .

Dianne Fortney

██████████, London

From: Susan Flaxman
Sent: Tuesday, June 20, 2023 9:42 AM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Black Friars' Bridge

I'll make this brief.

I live in the downtown core. I am a homeowner and pay taxes. Oxford Street west is almost always very busy. There are few alternate routes East/West through the centre of the city. I work west of where I live.

When moneys were allocated to refurbish the Black Friars Bridge, I expect it was to benefit the community, the citizens of London. Until there are alternate vehicular routes made available east/west through the centre of London, I strongly believe the bridge should be opened to two way traffic.

Sincerely,

Susans Flaxman

Albert Street

From: A. M. Valastro

Sent: Tuesday, June 20, 2023 9:03 AM

To: Ferreira, David <dferreira@london.ca>; Lehman, Steve <slehman@london.ca>; Trosow, Sam <strosow@london.ca>; Stevenson, Susan <sstevenson@london.ca>; Hillier, Steven <shillier@london.ca>; City of London, Mayor <mayor@london.ca>; McAlister, Hadleigh <hmcAlister@london.ca>; Cuddy, Peter <pcuddy@london.ca>; Pribil, Jerry <jpribil@london.ca>; Rahman, Corrine <crahman@london.ca>; Franke, Skylar <sfranke@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Pelozza, Elizabeth <epelozza@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>

Subject: [EXTERNAL] Blackfriars Bridge - Councillor McAlister an epic betrayal of the public process -

Importance: High

Please place my letter on the Council agenda

Dear Neighbour and Members of Council,

A public meeting was held on June 13, 2023 to recommend whether to keep Blackfriars Bridge open to one way traffic (statues quo), close it to traffic completely or close it to traffic from May 1 to Oct. 31. I believe the staff recommendation was to close the bridge from May 1 to Oct.31 beginning in 2024.

There were many residents that spoke at the meeting. Some had concerns about people congregating on the bridge at night with no cars, but many more asked that the bridge be closed to traffic for a wide spectrum of reasons ranging from climate change concerns, to cars racing down Blackfriars street and onto the bridge, the demise of the bridge from the weight of motor vehicles to safety concerns for pedestrians and cyclists.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

AnnaMaria Valastro

North Talbot

From: [REDACTED]

Sent: Monday, June 19, 2023 12:43 AM

To: Council Agenda <councilagenda@london.ca>; Ferreira, David <dferreira@london.ca>; Lehman, Steve <slehman@london.ca>; Trosow, Sam <strosow@london.ca>; Stevenson, Susan <sstevenson@london.ca>; Hillier, Steven <shillier@london.ca>; City of London, Mayor <mayor@london.ca>; McAlister, Hadleigh <hmcalister@london.ca>; Cuddy, Peter <pcuddy@london.ca>; Pribil, Jerry <jpribil@london.ca>; Rahman, Corrine <crahman@london.ca>; Franke, Skylar <sfranke@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Pelosa, Elizabeth <epelosa@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>

Cc: LFP Letters

Subject: [EXTERNAL] FW: Please Read: Blackfriars Bridge

Importance: High

Dear Members of Council:

I've lived on John Street now for 23 years. The refurbishing of the bridge, the landscaping and integration with the river trail system is a hidden jewel in our community. Why after such a significant investment in making London a livable city would you even consider "going backwards." I know progress and quality of life are but stories told of yesteryear but it doesn't have to be – you can have integrity! You can stand on the accomplishments of previous councils and tell those who seek to set us backwards with their selfish wants with few benefits and many harms - NO.

This area is where mothers with children congregate, where seniors rest between the ups and downs between Harris and Ann Street Parks, kids play on bikes, and it has become a community gathering place – because the dangers of London drivers with their panic irrelevance to save 30 seconds while readily risking the lives of those sharing the roads with them. Two way traffic would kill yet another of these special places within Ward 13. Less than 100 feet away is 75 Albert Street, a seniors residence – image your mom or dad facing off with rush hour traffic. How soon before tragedy strikes a senior, a child or a mother, because this is what two way traffic will bring to Blackfriars Bridge.

And please, while you each were elected to London City Council, please stop toying with my Ward and focus on your own for a change – downtown is not the place for your willy-nilly ideas that seems to be a convenience for those in YOUR wards but create an increasingly unlivable climate for those who reside in the core's Ward 13 and for whom you rely on for your food and coffees daily. I tell everybody everywhere that London is full of 'Bleeps' – this is one of the clearest examples of the selfishness that transpires as progress in our community.

I implore you – for those of use who love our community, the river and yes, the bridge – perhaps you could step out of city hall one afternoon and WALK across it to enjoy a coffee at the Blackfriars Café, or enjoy your lunch in the park that OUR tax dollars already paid for where the bridge, trails and Ridout Street meet, to see what we enjoy and what your consideration is putting at risk.

Thank you
Ben Benedict

From: Jan SAYLES
Sent: Wednesday, June 21, 2023 6:42 AM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Fwd: Blackfriars Bridge - [REDACTED]

Begin forwarded message:

From: [A.M Valastro](#)
Date: June 20, 2023 at 9:06:57 AM EDT
To: dferreira@london.ca, slehman@london.ca, strosow@london.ca, sstevenson@london.ca, shillier@london.ca, mayor@london.ca, hmcAlister@london.ca, pcuddy@london.ca, jpribil@london.ca, crahman@london.ca, sfranke@london.ca, ahopkins@london.ca, epeloza@london.ca, pvanmeerbergen@london.ca
Subject: Blackfriars Bridge - Councillor McAlister an epic betrayal of the public process

Please place my letter on the Council agenda

Dear Neighbour and Members of Council,

A public meeting was held on June 13, 2023 to recommend whether to keep Blackfriars Bridge open to one way traffic (statues quo), close it to traffic completely or close it to traffic from May 1 to Oct. 31. I believe the staff recommendation was to close the bridge from May 1 to Oct.31 beginning in 2024.

There were many residents that spoke at the meeting. Some had concerns about people congregating on the bridge at night with no cars, but many more asked that the bridge be closed to traffic for a wide spectrum of reasons ranging from climate change concerns, to cars racing down Blackfriars street and onto the bridge, the demise of the bridge from the weight of motor vehicles to safety concerns for pedestrians and cyclists.

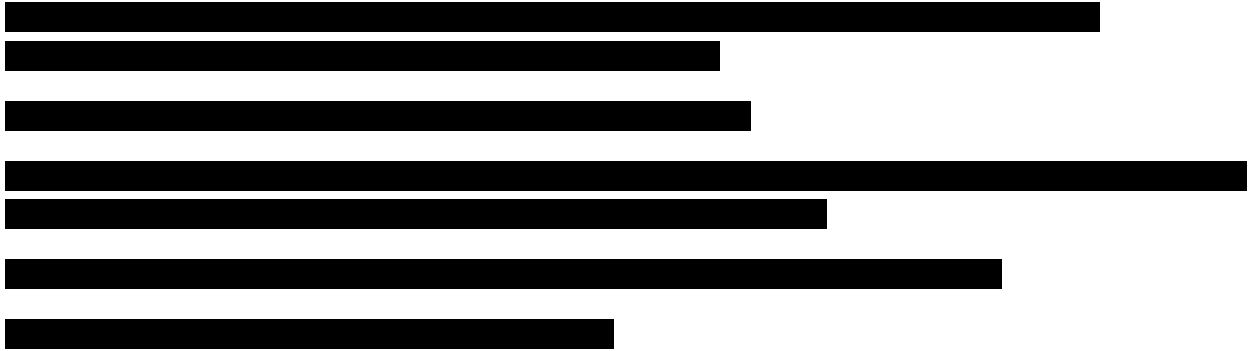
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



AnnaMaria Valastro

North Talbot



Experience. The Difference.™

June 20, 2023

City Clerk's Office
City of London
300 Dufferin Street
London, ON N6A 4L9

Re: 221 Queens Avenue ZBA Application for Extension of Temporary Use Zone – Sifton Properties Limited Letter Submission

Dear Mayor Morgan and Members of Council,

We respectfully request consideration of the following prior to Council's decision regarding Staff's recommendation to extend the Temporary Use Zone (T-69) for a period of one (1) year pertaining to Sifton Properties Limited (**Sifton**) commercial surface parking lot (**parking lot**) located at 221 Queens Avenue.

1. Sifton requested the three (3) year extension of the Temporary Use Zone (T-69) to allow the parking lot to continue to service adjacent Sifton owned and operated office buildings located at 171 and 200 Queens Avenue. The temporary parking is temporary only because the property is on a separate PIN. If the property was attached to a building, it would qualify as a permanent parking lot;
2. The parking lot is in high demand and fully occupied. Of the 627 employees who operate out of the above noted office buildings, **just over 15% are provided with parking at 221 Queens Avenue**. Further, and per the Downtown Parking Strategy Study (2017), the property is located within Sub Area-4, nearby Sub-Area-3 with the highest utilization percentages meaning it is difficult for office workers to find parking. By 2034, and after implementation of the BRT, **a parking deficit of 65 spaces and 230 spaces** has been identified for Sub Area-4 and Sub-Area 3, respectively;
3. Despite implementation of the BRT by 2027, 64% of traffic to the downtown will be vehicular by 2034, per the Downtown Parking Strategy. We will always have individuals commuting by vehicle into the downtown, especially those where BRT or LTC lines do not service within the City limits and those residing outside of the City limits;
4. Sifton is actively using the parking lot to facilitate leases in its office portfolio. The parking lot was purchased because the above noted office buildings did not have sufficient onsite

parking. We are being penalized for addressing our parking shortage while providing a service that the downtown employment market has demanded.

5. It is critical that we are able to continue to provide parking to uphold our tenant obligations. If we are not able to uphold these obligations, we risk seeing our downtown commercial businesses and offices seek more favorable terms in suburban locations. We believe this runs counter to the objectives of the City to keep current investment in the downtown for long term sustainability. This clearly should be the focus with respect to this determination; and
6. We note that Sifton is not a delinquent land holder. We are investing significantly in the future of London with current developments encompassing residential, commercial and retirement properties in several areas of London, including West 5, the only net zero community in Southwestern Ontario. Lands that are not currently in the development process are due to a lack of market demand, not neglect or dereliction by Sifton.

We trust that if Council decides to approve Staff's recommendation to extend the Temporary Use Zone (T-69) for a period of one (1) year, that the same principle will be applied to all downtown landowners with surface commercial parking lots.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Richard Sifton". The signature is written in a cursive, flowing style.

Richard Sifton
President & CEO

Sifton Properties Limited

cc. Sifton Board of Directors
Phillip Masschelein, Senior VP Neighbourhood Developments, Sifton Properties

Please be advised that we intend to bring forward the following amendment to clause 3.2 of the 10th report of the Planning and Environment Committee:

That Civic Administration BE DIRECTED to review existing (and consider in future) housing-related CIPs opportunities to include and incentivize the creation of affordable housing units, including but not limited to:

- a) the introduction of mandatory minimums to access CIP funds; and,*
- b) options to include units in existing buildings.*

It being noted that changes to provincial legislation on affordable housing necessitates a review of the existing financial incentive programs.

It being further noted that staff will report back no later than Q2 2024.

Sincerely,

Josh Morgan, Mayor of London
Skylar Franke, Ward 11 City Councillor



Mr Mayor and Members of Council,

On behalf of the members of the London Home Builders' Association I wanted to share our thanks and appreciation to City staff for the recent report presented at PEC detailing recommended enhancements to building division.

We have had a few opportunities recently to engage with leadership in building division as well as senior leadership regarding some of the current challenges industry faces and what we will be facing in the future and how we can be ready together to face these challenges head on.

We are grateful for the swift action on a number of fronts that will help the industry and our community be ready.

We appreciate your recognition of the challenges that currently exist as well as the challenges on the horizon and your efforts to tackle both including the hiring of 11 new staff, introduction of lean six sigma for building division, and the building connector role.

Thank you,

Jared Zaifman

Jared Zaifman
CEO - London Home Builders' Association



June 16, 2023

Attn: Planning and Environment Committee (by email)

**Re: 954 Gainsborough Road – Royal Premier Homes
Draft Plan of Subdivision for 954 Gainsborough Road
File Number: 39T-22501 & OZ-9502**

BlueStone Properties Inc. is the owner of property at 1018-1024 Gainsborough Road, and we provide this letter in response to the applications made by Royal Premier Homes (RPH) for Draft Plan of Subdivision and Zoning By-law Amendment approval on their lands at 954 Gainsborough Road. The applications will be heard by the Planning and Environment Committee on Monday June 19th, 2023.

BlueStone supports the proposed development at 954 Gainsborough Road subject to Staff's recommendation for implementation of holding provisions to address neighborhood sewer servicing issues on the proposed RPH development, and lands west of the subject site. BlueStone has reached out to the developer stakeholders to solidify a viable sewer servicing solution for all parties. We have secured agreement in principle to continue our discussions, however the recommended holding provision for a shared sewer servicing solution is necessary for all developers to proceed efficiently and responsibly. There are viable sewer servicing options that have been investigated by BlueStone and reviewed by City staff. We look forward to reviewing the options and negotiating further with all parties.


At stake are roughly 975+ housing units across the 1018, 1006 and 978 Gainsborough lands, in addition to the housing units proposed by Royal Premier Homes. It would be prudent to manage the engineering requirements of 954 Gainsborough in a comprehensive and collaborative way. There are efficient and cost-effective servicing solutions that work for all involved. Currently a sewer easement along the southerly property lines appears to be the preferred solution.

We request that the City consider the sewer servicing needs of all lands to the west of 954 Gainsborough Road. The holding provision proposed by City staff will provide an opportunity to work out the details.

Thank you for your consideration.

Regards,

BlueStone Properties Inc.



Mardi Turgeon, CPT
Development Manager

cc. Harry Froussios, Zelinka Priamo Ltd.
Farhad Noory, Royal Premier Homes

From: Mandy MACLEOD
Sent: Thursday, June 22, 2023 1:37 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Citizen concerns- File: OZ-9565a1

To Whom It May Concern,

I am a homeowner, resident, mother and teacher in the Westmount area, not far from the Westmount mall. I am very concerned about the proposed plans for the mall and expansion of housing meant to be built in that zone.

We live in a peaceful, safe area of the city and would like to keep it that way. The amount of housing proposed will completely disturb the safety and tranquility of the neighbourhood, create noise pollution, air pollution and possible destruction to homes around. Not just through the extensive construction time but also the forever after.

There are two grade schools, a high school and a daycare directly across the street, where children are walking, biking, scootering and playing on a regular basis. The amount of traffic this housing will generate is dangerous and concerning on multiple levels.

I urge the council and the tribunal to put the safety and wellbeing of the families, children, intellectually disabled and elderly people living in the community above any financial gain for the city or the developers involved.

Thank you for your time and consideration of this very important and concerning issue.

Mandy MacLeod

From: Jessica Michelle Blake

Sent: Thursday, June 22, 2023 7:25 PM

To: Council Agenda <councilagenda@london.ca>

Cc: Rahman, Corrine <crahman@london.ca>; McAlister, Hadleigh <hmcAlister@london.ca>; Pribil, Jerry <jpribil@london.ca>; City of London, Mayor <mayor@london.ca>; Cuddy, Peter <pcuddy@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Lehman, Steve <slehman@london.ca>; Lewis, Shawn <slewis@london.ca>; Stevenson, Susan <sstevenson@london.ca>; strowsow@london.ca

Subject: [EXTERNAL] Deep concerns over file OZ-9565 zoning changes

I am writing to all of you to express my deep concern over the proposed zoning changes and future construction plans for reference file: OZ-9565 in the Westmount Mall area.

Not only am I concerned about the 20 plus years of noise, disturbance, traffic congestion, and my Woodcrest Blvd street becoming a thoroughfare for all cars to avoid the Wonderland Rd construction, but I am much more concerned about the pile drivers disrupting the ground and causing damage to the surrounding buildings and structures. As the developers and structural engineers know, the vibration of the pile drivers can cause foundational cracks to our Woodcrest Blvd townhomes and when this concern was voiced at the meeting we were told that we could go through the insurance companies if that happened. This is an unacceptable response.

In addition to the pile driving consequences, the developers have not thought through the fact that the sewers cannot accommodate a project of this scope and scale.

I have never heard of a 20 plus year construction project happening in a residential neighbourhood. This will be an absolute nightmare for residents.

I would like my concerns to be included in the public record agenda notes. And I would like just one of you to put yourselves in the nearby residents shoes. Can you imagine living through 20 plus years of construction noise, traffic congestion, dust flying and polluting the air, and having your home devalued throughout the many years of construction, not to mention the pile driving potentially causing damage to your home (and an insurance company that will do all they can to evade and avoid any and all responsibility when you file a claim for damages from the pile driving)? Please think about more than lining your pocket or scratching the back of fellow developers, council, and politicians. Please think of the residents and the people that you are paid to serve.

Thank you for reading through this appeal and for your consideration to think twice about this monstrosity of a project.

Sincerely,

Jessica Blake

Woodcrest Blvd townhome owner & resident

From: Fadel Abdo
Sent: Friday, June 23, 2023 11:11 AM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] FILE# OZ-9565

Hello,

My name is Fadlallah Abdo, my family and I live on [REDACTED]

My family and I totally disagree with the owners of Westmount Mall with their proposal to build apartments on their property. We already have enough apartment buildings in the area and do not need more.

Please add it to the agenda.

Please express our concerns to the Ontario Land Tribunal.

FILE# OZ-9565

Thanks,

Fadlallah Abdo/Fatima Abdo

London, Ontario



June 22, 2023

City of London,
300 Dufferin Ave, 6th Floor
London Ontario
N6A 4L9

To City of London Mayor and Council,

**RE: Zoning By-law Amendments of 785 Wonderland Road Inc. - 755, 785 and 815
Wonderland Road South- File: OZ-9565**

On behalf of Downtown London, London Downtown Business Association board of directors, and our membership, we continue to not be in support of Planning Application for Official Plan and Zoning By-law Amendments of 785 Wonderland Road Inc. relating to the property located at 755, 785 and 815 Wonderland Road South (Westmount Shopping Centre) - File: OZ-9565; and their request to amend Zoning By-law No.Z.-1 to add a mixed-use redevelopment of an existing shopping centre that will include a revised 30,000 square metres of gross floor area for a broad range of commercial and office uses. This includes the applicant's proposed amendments to create a new use and definition for a "Call Centre", as an establishment that is set up to handle a large volume of phone calls, to support other business operations, which is simply another type of office use.

Downtown London continues to defend any zoning amendment requests that do not conform to the policies and the intent of the London Plan, and that are aimed at increasing the floor plate of employment-based offices in suburban areas beyond that set out in the City of London's By-law Z-1 regulations and guiding principles of the Official Plan.

We encourage City Council to support City staff's recommendation to not endorse the request to add a Specific Area Policy in the Shopping Area Place Type in the City of London's Official Plan, applicable to subject land to permit an increase amount of office gross floor area of the 30,000 sqm. This total amount of space would contravene the London Plan, specifically where it makes references *DOWNTOWN/OUR VISION FOR THE DOWNTOWN PLACE TYPE 795_ Our Downtown will be the hub of our economy's business community, containing the city's largest office buildings and a complex blend of professional and business*

service function. As such this policy establishes the Downtown as the primary location for the largest office buildings.

According to the Core Area Vacancy Reduction Strategy, as of the third quarter (Q3) 2022, there was approximately 1,190,983 square feet (~110,645 square metres) of vacant commercial office space within the Core Area, representing a 24.6% vacancy rate. Endorsing this office development outside of the downtown, undermines the role of downtown as a central business district city-wide, and would negatively impact its vitality. The addition of this potential inventory would significantly impede any of downtown's economic recovery post-pandemic, causing us to lose any ground we have made in 2022 through efforts of Main Street London and LDBA's work with the City, LEDC, London Small Business Centre to fill core area vacancies through the Core Area Vacancy Pilot Program, as funded by the City through LCRN.

Sincerely,



Barbara Maly
Executive Director
LDBA Downtown London



Scott Andrew Collyer
Board Chair
LDBA Downtown London

Cc.
Cllr. Lehman – Chair PEC
Deputy Mayor Lewis
Cllr. Hillier
Cllr. Hopkins
Cllr. Franke
Mayor Morgan
Cllr. Ferreira



June 23, 2023

Mayor Josh Morgan, and City Councilors
City of London
300 Dufferin Avenue
London, ON
N6A 4L9

Dear Mayor and Councilors,

**RE: Official Plan and Zoning By-law Amendment Applications (OZ-9565)
755, 785 & 815 Wonderland Road South
Office Space Capacity
London, Ontario
Our File: MCR/LON/18-01**

Zelinka Priamo Ltd., on behalf of 785 Westmount Inc., is providing additional information regarding the current office capacity at Westmount Mall, as well as a revised proposed office capacity cap to be considered by Council, and staff through upcoming settlement discussions relating to the above noted application.

The Westmount Mall property is currently designated as Shopping Area Place Type, and zoned Regional Shopping Area (RSA2(3)). As noted in the staff report presented at June 19th Planning and Environment Committee meeting, the Shopping Area Place Type imposes an office floor area cap of 2,000m² for all lands within that Shopping Area location. That means that 2,000m² cap is shared between the mall property, the properties at the corner, and properties located on the south side of Viscount Road. The RSA2(3) permits up to 10% of the Gross Leasable Floor Area (GLA) to be office uses. The Westmount Mall property has a total of 45,557m² of GLA currently. Under current zoning regulations that would permit up to 4,556m² of office uses on the mall property alone, well above the 2,000m² contemplated in the London Plan.

As the Wonderland Road Enterprise Corridor developed over the 2000s and 2010s, the retail component of Westmount Mall declined significantly. In an effort to sustain the viability of the mall, ownership worked with Planning Administration at the time to exempt Public Uses, Medical/Dental Offices, and Financial Institutions from counting towards the 10% office cap in the RSA2(3) zone. This allowed the mall to attract a variety of users to help fill empty storefronts, including City of London offices, and OMAC, both considered Public Uses and occupying

significant GLA in the mall. As of today, there is approximately 13,760m² of office use in the mall, counting all Public Uses, Medical/Dental Offices, and Financial Institutions. This favourable interpretation from planning staff provided a life line to the mall to keep it active to a limited degree over the last two decades, although it still is approximately 31% vacant today.

The proposed re-development of the mall property seeks to add significant levels of residential development to the subject lands. The increase in residential development will help attract small to medium scale retail uses, restaurants, service commercial, personal service uses, and other community supporting uses to the property to fill vacancies. However, given the scale of the existing building, and the level of retail available further south in the Enterprise Corridor, it is unlikely the existing building can be filled with these uses alone. The proposed expansion to the office cap would permit the second level of the existing building to be an office hub, while maintaining the ground level for retail, personal service, restaurant, and other non-office uses.

We are requesting that Council consider supporting the approval of an office floor area cap of 21,500m² all-inclusive of Public Uses, Medical/Dental Offices, and Financial Institutions for Westmount Mall. Considering there is already an existing 13,760m² of office use in the mall, this request is only for an additional 7,740m² of office use to be permitted above what exists today. In addition to increasing the cap, we are also proposing that office uses be limited to the second level of the existing mall building, and no new office space be permitted in any new building or addition on the subject lands.

Thank-you for your consideration.

Yours very truly,

ZELINKA PRIAMO LTD.



Casey Kulchycki, BAA, MCIP, RPP
Senior Associate

From: adbouffard adbouffard

Sent: Saturday, June 24, 2023 9:43 PM

To: Council Agenda <councilagenda@london.ca>; City of London, Mayor <mayor@london.ca>; McAlister, Hadleigh <hmcAlister@london.ca>; Lewis, Shawn <slewis@london.ca>; Cuddy, Peter <pcuddy@london.ca>; Stevenson, Susan <sstevenson@london.ca>; Pribil, Jerry <jpribil@london.ca>; strowsow@london.ca; Rahman, Corrine <crahman@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Franke, Skylar <sfranke@london.ca>; Pelozo, Elizabeth <epelozo@london.ca>; Ferreira, David <dferreira@london.ca>; Hillier, Steven <shillier@london.ca>

Subject: [EXTERNAL] CONCERNS ABOUT WESTMOUNT MALL (COMMONS)

Ref File OZ-9565

CONCERNS ABOUT WESTMOUNT MALL (COMMONS)

It is our wish that this letter be added to the city council agenda on Tuesday June 27, 2023. We realize this will become part of the public record with any identifying info redacted.

We Art and Della Bouffard live on Village Green Ave (37yrs) We are very concerned about what's happening to Westmount Mall. It was such a vibrant, bustling mall, with so many stores and businesses. What happened to it?

Now they are proposing a zoning change and construction that could go on for 20+ years.

We were never informed as to this proposal for Westmount Mall. Only people living within 120 m of the Mall got letters.

This will certainly affect more residents of Westmount than those people within that radius.

With the construction of this magnitude, we will be affected.

Pile driving which disrupts the ground and causes destructive damage to surrounding buildings (we already have felt and had damage to our home, when the expansion of second floor and underground parking were done) and it wasn't nearly the magnitude of this project.

There will be a great deal of noise pollution, concrete dust into the environment, which will affect our breathing. We won't be able to enjoy our backyards.

The current sewers were not constructed to handle this magnitude of additional sewage. We are concerned about backups into basements, which has happened in this neighbourhood, when additional homes were built and hooked into original sewers. Not to mention more construction and expensive remedies.

With 3 schools located on Viscount Rd across from the Mall, Saunders Secondary (with nearly 2000 students), Westmount Public School (with approx 700 students), St Rose of Lima Catholic Elementary School (with over 560 students), this poses a danger to children walking to and from school, as well as other pedestrians. There are no cross-walks from schools to Mall, only 1 traffic light, (which if you have ever driven on Viscount Rd, you'll notice most students, especially from Saunders S S, just walk out into traffic, with no regard to safety. It's only a matter of time until someone is killed and with large construction vehicles not being able to stop on a dime, this poses concern.

There are only 4 ways to get into the Mall, 2 entrances off of Viscount Rd and 2 entrances off of Wonderland Rd.

Already there is a lot more traffic cutting through on Village Green from Commissioners Rd to avoid the congested Wonderland Rd (especially after opening to #401), and it will certainly increase with this project. Wonderland Rd can't really expand as the city let developers build so close to it (especially at Springbank Dr.) Where will the children be going to school, (or are these adult only buildings?). The schools on Viscount Rd are already overcrowded and using portables. Will they be bused to other schools & cause more pollution, (all we hear is clean up the environment), that sure won't do it, or are they going to expand the existing schools to accommodate the extra students, which means MORE construction.

We don't understand why we have a Planning & Environment Committee, which is supposed to be working for us, if they can't do anything to dissuade these developers from this kind of project.

Downtown is dying with all kinds of vacant/empty buildings (use them and make rentals/condos etc. Why build more and kill our downtown merchants.

The Library was in the Mall temporarily, which was great, many people in neighbourhood could walk to it, a new Library was built on Wonderland Rd, S, with no bus service, so if you didn't drive, there was no way to access it, then it was moved to the Community Centre on Southdale Rd, again most people have to drive to get there. In our opinion Library's should be central and easy to access.

A lot of seniors moved into the apartments across from the Mall, because it was close to good shopping, banks, food stores etc, and convenient to walk to, as many of them don't drive.

We realize something should be done with this area, and understand progress, but not to this magnitude.

Revitalize part of the Mall, and include some good shopping into it. SW London needs it.

From: Tahir Ahmad
Sent: Sunday, June 25, 2023 4:34 PM
To: Council Agenda <councilagenda@london.ca>
Cc: City of London, Mayor <mayor@london.ca>
Subject: [EXTERNAL] File:OZ9565

We, the residents of Westmount strongly object to the Development of Highrises or any property proposed to be built on the Westmount Mall Shopping Center Parking Lot facing Village Green Avenue as well as Woodcrest Blvd. Not only is it a bad Environment Friendly idea but also the dust, noise, and the nonsense it will create towards all the residents of Westmount, London's Bad Stone Age Sewer System cannot accommodate this nonsense and we will have that back up into our properties which will be totally disgusting and Unacceptable. Considering that the Wonderland Road is extremely busy traffic wise, we do not want the construction trucks to pass through our streets.

We have been living at our property for the last 50 years and paid our property taxes (rather high) diligently and have no desire to witness a Mega Construction in front of our property, hence also devaluing it. The Developer is interested in making Mega Bucks without considering the impact it will have on the lives of the present homeowner and that to us, the homeowners is UNACCEPTABLE - come what may, we the homeowners of Westmount will fight this development tooth and nail if we have to. There is so much other space available all over the city - why a parking lot of the Westmount Shopping Mall? What a crazy, stupid idea and totally nonsensical, making money is what the developer is interested in and it will be sad and a big shame if the City of London agrees to it without having any concern for the residents of Westmount who contribute a lot towards the City of London Coffers in form of Property Taxes and other taxes. We would like the City to consider this petition with human lives that will be affected as well as the homeowner properties devaluing immensely.

Homeowners of one home objecting to this crazy, stupid idea

Naeema Ahmad, Iqbal Ahmad, Tahir Ahmad, and Shiraz Ahmad

From: [REDACTED]
Sent: Sunday, June 25, 2023 9:22 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] File : OZ-9565

Dear Mayor Morgan and Members of London City Council:

Please accept this e-mail as an expression of interest and concern related to File: OZ-9565. We would ask that this communication be submitted to the agenda for the review of this file, and that our concerns, positions, input, and suggestions be taken into consideration with respect to the proposed zoning changes and redevelopment at/near 755, 785, and 815 Wonderland Road South. Thank you in advance for doing so.

As longtime residents of London, including more than 30 years in Westmount [REDACTED], our family has seen immense changes in the use of Westmount Shopping Centre. What used to be a lively and bustling retail core of our local community has fallen on hard times as the retail landscape and other amenities have changed and/or moved. It is sad to so many of us, but we recognize that nothing remains the same forever and that we must often adapt to new realities.

Having said that, we wonder why Westmount Shopping Centre has declined to the extent that it has. There does not seem to be any valid reason. We look at the population density in the immediate area of the mall, including many apartment buildings and townhouse complexes along Wonderland Road and within walking distance of the mall, and we can't understand why it should not continue to be a vital and vibrant hub of our community. With respect, we wonder about questionable operational decisions, the level of retail rents, and, quite frankly, the possibility of a deliberate agenda on the part of the owner to create the current situation to demonstrate the 'needed proof' for the proposed redevelopment.

Moreover, we are concerned about the capacity of the three local schools and one daycare centre along Viscount Road to accept the new students and children who would be living in the redevelopment. It makes no sense to us to create new housing, but then bus or otherwise transport those young people to schools and daycare centres in other areas.

We recognize the desire of Kingsett Capital and McCor Management to reimagine potential, redevelop the mall, and hopefully revitalize it by doing so. We also understand completely the national need in Canada to build more housing for our growing population, including the increased numbers in our own city. Therefore, we acknowledge the initiative from Kingsett and McCor to move forward with some type of redevelopment, regardless of how we got here.

Our overriding concern, however, is with the size and scale of the proposed redevelopment and its' huge impact both on our local community and our city generally, not only during construction but also after. Specifically, we would request consideration of the following:

- 1) the lack, to date, of any well-publicized and meaningful public meeting at which citizens could learn details of the plans, ask questions, express concerns, and provide input.
- 2) the increased traffic congestion in the area, especially on Wonderland Road South.

- 3) the negative impact to the immediate neighbourhood of construction vehicles, dust, debris, and noise pollution.
- 4) the length of time such a huge project would take to finish.
- 5) the impact on the students and staffs of three schools and a daycare centre right across Viscount Road.
- 6) the potential decrease in property values of nearby homes.
- 7) the possible damage to property in the immediate area from pile driving and the use of large machinery.

In addition, we are deeply concerned about the messages which the developer has clearly sent by virtue of an appeal to the Ontario Land Tribunal at this stage in the process:

- 1) that the developer has shown an unwillingness to respect the process and the authority of London City Council, the duly elected representatives of the people.
- 2) that the developer has clearly indicated an unwillingness to respect specific provisions of The London Plan (London's Official Plan) by proposing buildings which are far too high, and which contain far too much office space, deliberately violating terms of The London Plan.
- 3) that the developer seems intent on luring office renters from other parts of the city, including the downtown, and seems likely to do so by offering 'sweetheart deals', at least in the short term.
- 4) that the developer, by attracting office renters from the downtown, will immensely hurt businesses and residents in that part of our city, a part which needs so many more businesses and residents.
- 5) that the developer is not local, and as such has no vested interest in this project other than financial.

Please understand that we are not opposed to development, especially the creation of more housing. After all, every one of us lives in something which somebody has developed, and we are grateful for that. Our concerns are focused on the size of the project, the potential zoning changes necessary to permit development of such scale, the negative impact on our immediate community during construction and our entire community long-term, the current tactics of the developer to steamroll this project by any means available, and the obligations of the developer to respect the needs of us who currently live, learn, work, and play here.

To that end, and in the spirit of collaboration and cooperation, we would suggest the following to all of us who are stakeholders:

- 1) that a well-planned and well-publicized meeting be held, a meeting open to all residents of Westmount, to share information, planning issues, timelines, questions, and concerns.
- 2) that any zoning change prioritize the needs of the current community and respect the provisions of The London Plan.

- 3) that the developer commits to keeping construction traffic off Village Green Avenue, Woodcrest Boulevard, Viscount Road, and all other residential streets.
- 4) that the developer refrain from noise and dust-creation work on evenings, nights, weekends, and holidays.
- 5) that the developer consult with the Thames Valley Board of Education and/or the local schools on Viscount around enrolment capacity, as well as respect the wishes of school officials around examination days, track & field events, and any other special activities which would be hindered by nearby construction.
- 6) that a 'Collaboration Committee' be created which would include one or two members of City Council, a member of the City's Planning Department, one or two representatives of the developer, and two or three local citizens to meet and/or communicate regularly during construction, to share ongoing concerns, and continually seek ways to work together in everyone's best interests.
- 7) that in all decision-making with respect to zoning and any other aspects of this potential development, that the vision of the initial developer (Sifton) be kept front-of-mind and honoured as much as possible, i.e., to rebuild Westmount Shopping Centre as a vital and vibrant hub to serve the community of Westmount.

Sifton developed Westmount Mall as part of a visionary community more than 50 years ago. Sifton owners, management, and employees were our neighbours, colleagues, and friends. They still are! That is the kind of developer and development that we want and need. We can do much better than what is currently on the table. We must do much better. London and Londoners deserve it. Please make your decisions accordingly.

Thank you again for accepting this input. We look forward to feedback as appropriate.

Sincerely,

Diane Price

Gary Alan Price

From: DAVID HESSEL
Sent: Monday, June 26, 2023 8:03 AM
To: Council Agenda <councilagenda@london.ca>
Cc:
Subject: [EXTERNAL] OZ-9565

Dear Mayor Morgan, Members of London City Council, Sonia (Planning & Development Department) and Tamara (Ontario Land Tribunal):

Please accept this e-mail as an expression of interest and concern related to File: OZ-9565. We would ask that this communication be submitted to the agenda for the review of this file, and that our concerns, positions, input, and suggestions be taken into consideration with respect to the proposed zoning changes and redevelopment at/near 755, 785, and 815 Wonderland Road South. Thank you in advance for doing so.

As longtime residents of London, including more than 15 years in Westmount at [REDACTED], our family has seen immense changes in the use of Westmount Shopping Centre. What used to be a lively and bustling retail core of our local community has fallen on hard times as the retail landscape and other amenities have changed and/or moved. It is sad to so many of us, but we recognize that nothing remains the same forever and that we must often adapt to new realities.

Having said that, we wonder why Westmount Shopping Centre has declined to the extent that it has. There does not seem to be any valid reason. We look at the population density in the immediate area of the mall, including many apartment buildings and townhouse complexes along Wonderland Road and within walking distance of the mall, and we can't understand why it should not continue to be a vital and vibrant hub of our community. With respect, we wonder about questionable operational decisions, the level of retail rents, and, quite frankly, a deliberate agenda on the part of the owner to create the current situation to demonstrate the 'needed proof' for the proposed redevelopment.

Moreover, we are concerned about the capacity of the three local schools and one day care centre along Viscount Road to accept the new students and children who would be living in the redevelopment. It makes no sense to us to create new housing, but then bus or otherwise transport those young people to schools and day care centres in other areas.

We recognize the desire of Kingsett Capital and McCor Management to reimagine potential, redevelop the mall, and hopefully revitalize it by doing so. We also understand completely the national need in Canada to build more housing for our growing population, including the increased numbers in our own city. Therefore, we acknowledge the initiative from Kingsett and McCor to move forward with some type of redevelopment, regardless of how we got here.

Our overriding concern, however, is with the size and scale of the proposed redevelopment and its huge impact both on our local community and our city generally, not only during construction but also after. Specifically, we would request consideration of the following:

1. the lack, to date, of any well-publicized and meaningful public meeting at which citizens could learn details of the plans, ask questions, express concerns, and provide input.

2. the increased traffic congestion in the area, especially on Wonderland Road South.
3. the negative impact to the immediate neighbourhood of construction vehicles, dust, debris, and noise pollution.
4. the length of time such a huge project would take to finish.
5. the impact on the students and staffs of three schools and daycare centre right across Viscount Road.
6. the potential decrease in property values of nearby homes.
7. the possible damage to property in the immediate area from pile driving and the use of large machinery.

In addition, we are deeply concerned about the messages which the developer has clearly sent by virtue of an appeal to the Ontario Land Tribunal at this stage in the process:

that the developer has shown an unwillingness to respect the process and the authority of London City Council, the duly elected representatives of the people.

1. that the developer has clearly indicated an unwillingness to respect specific provisions of The London Plan (London's Official Plan) by proposing buildings which are far too high, and which contain far too much office space, deliberately violating terms of The London Plan.
2. that the developer seems intent on luring office renters from other parts of the city, including the downtown, and seems likely to do so by offering 'sweetheart deals', at least in the short term.
3. that the developer, by attracting office renters from the downtown, will immensely hurt businesses and residents in that part of our city, a part which needs so many more businesses and residents.
4. that the developer is not local, and as such has no vested interest in this project other than financial.

Please understand that we are not opposed to development, especially the creation of more housing. After all, every one of us lives in something which somebody has developed, and we are grateful for that. Our concerns are focused on the size of the project, the potential zoning changes necessary to permit development of such scale, the negative impact on our immediate community during construction and our entire community long-term, the current tactics of the developer to steamroll this project by any means available, and the obligations of the developer to respect the needs of us who currently live, learn, work, and play here.

To that end, and in the spirit of collaboration and cooperation, we would suggest the following to all of us who are stakeholders:

that a well-planned and well-publicized meeting be held, a meeting open to all residents of Westmount, to share information, planning issues, timelines, questions, and concerns.

1. that any zoning change prioritize the needs of the current community and respect the provisions of The London Plan.
2. that the developer commits to keeping construction traffic off Village Green Avenue, Woodcrest Boulevard, Viscount Road, and all other residential streets.
3. that the developer refrain from noise and dust-creation work on evenings, nights, weekends, and holidays.
4. that the developer consult with the Thames Valley Board of Education and/or the local schools on Viscount around enrolment capacity, as well as respect the wishes of school officials around examination days, track & field events, and any other special activities which would be hindered by nearby construction.
5. that a 'Collaboration Committee' be created which would include one or two members of City Council, a member of the City's Planning Department, one or two representatives of the developer, and two or three local citizens to meet and/or communicate regularly during construction, to share ongoing concerns, and continually seek ways to work together in everyone's best interests.
6. that in all decision-making with respect to zoning and any other aspects of this potential development, that the vision of the initial developer (Sifton) be kept front-of-mind and honoured as much as possible, i.e., to rebuild Westmount Shopping Centre as a vital and vibrant hub to serve the community of Westmount.

Sifton developed Westmount Mall as part of a visionary community more than 50 years ago. Sifton owners, management, and employees were our neighbours, colleagues, and friends. They still are! That is the kind of developer and development that we want and need. We can do much better than what is currently on the table. We must do much better. London and Londoners deserve it. Please make your decisions accordingly.

Thank you again for accepting this input. We look forward to feedback as appropriate.

Sincerely,

David Hessel

From: A J

Sent: Sunday, June 25, 2023 8:04 PM

To: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Westmount Mall Zoning and Development Proposal

File: OZ-9565

Dear London City Council.

My name is Adam Gosney. I am a resident of the Westmount neighbourhood. I live at [REDACTED] roughly 200m from the property's west boundary.

I am writing to request that my concerns listed below are added to the agenda for the next council meeting.

I am in opposition to the megalithic development currently proposed on the Westmount mall property. I have outlined my concerns below.

- This development would add several hundred more cars per day to an already exceedingly over-capacity roadway. Thus forcing cars off the main access of Wonderland road and into the surrounding residential area in an attempt to access drivers residences or places of work.
- Adding a massive amount of sewage into the existing infrastructure which was never built to handle that capacity and has the potential to cause sewer backup into existing residents' homes and/or weeping issues into the surrounding soils.
- Noise pollution of having to endure multiple years of construction including pile driving and shaking of the ground in the neighborhood. I have a child with special needs who is overwhelmed by noise. One of the reasons I chose this neighborhood was because it was so quiet "park like" and peaceful. She is able to sit outside, swim and decompress when she is overstimulated. In the face of constant machinery noise and pile driving, this would not be possible for her.
- A structure of the magnitude which is being proposed will cast shade onto existing properties several hundred meters from the mall.
- This development will cause a significant drop in surrounding property values, most especially during the multi-year construction phase of the project.

I respectfully request that the residents of the Westmount neighborhood are consulted and that the concerns such as those listed above are given adequate redress prior to any re-zoning of approval of the project proceeds.

I would also request that residents be notified of how they can access all developments related to this matter. I have been all over the city of london website and I cannot find any information on the proposal. It's not easy to find this information on the site and residents have a right to know. If this moves forward despite residents' concerns, we deserve to know before the ground is broken so we can consider selling.

Please do contact me via this email for future correspondence.

Sincerely:

Adam Gosney

Civic Works Committee

Report

10th Meeting of the Civic Works Committee
June 13, 2023

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

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors D. Ferreira, S. Franke, J. Pribil, S. Stevenson, S. Chambers, G. Dales, J. Dann, D. Escobar, K. Gonyou, O. Katolyk, S. Maguire, K. Mason, S. Mathers, K. Oudekerk, K. Scherr, J. Stanford, J. Taylor, S. Thompson

Remote Attendance: Councillor S. Lewis, E. Bennett, S. Corman, T. Pollitt, A. Rozentals, B. Westlake-Power

The meeting was called to order at 12:02 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: P. Cuddy

Seconded by: P. Van Meerbergen

That Items 2.1 to 2.6 BE APPROVED; it being noted that clause 5.1 of the 6th Report of the Integrated Transportation Community Advisory Committee (ITCAC), was noted to require additional review by the Civic Administration with the ITCAC.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 6th Report of the Integrated Transportation Community Advisory Committee

That the following actions be taken with respect to the 6th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on May 17th, 2023:

a) that the Municipal Council BE REQUESTED to consider the following actions arising from the Integrated Transportation Community Advisory Committee (ITCAC) review of the Neighbourhood Connectivity Plan Pilot Program:

i) to amend the Mobility Policy 349 to request that all city streets exempted from this policy be designated for parking on one side of the street only clearly defined exceptions such as cul-de-sacs;

ii) to direct the Civic Administration to investigate appropriate means to review the future draft of the Neighbourhood Connectivity Plans with ITCAC in advance of consideration by the Civic Works Committee; and

- iii) to commend the Civic Administration for a very thorough and successful process which should now be formalized and applied;
 - b) clauses 1.1, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 4.1 and 5.2, BE RECEIVED.
- it being further noted that the presentation and attached photos, from D. Foster, related to this matter, were received;

That the Civic Works Committee recommends that the 6th Report of the Integrated Transportation Community Advisory Committee (ITCAC), BE REFERRED back to the next ITCAC meeting to work with staff on item 5.1 - Review of the Neighbourhood Connectivity Plan Pilot Program.

2.2 Contract Award - RFT-2023-083 - Traffic Signal Rebuilds for Wonderland Road South at Village Green Avenue and at Teeple Terrace- Irregular Result

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Traffic Signal Rebuilds for Wonderland Road South at Village Green Avenue and at Teeple Terrace – Irregular Result (RFT-2023-083):

- a) the bid submitted by EARTH (Holdings) Inc., at its tendered price of \$941,478.00 (excluding HST), BE ACCEPTED as per Section 8.5 a) iii) of the Procurement of Goods and Services Policy; it being noted that the bid submitted by EARTH (Holdings) Inc., was the only compliant bid of two bids received and meets the City's specifications and requirements;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (RFT 2023-083); 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. (2023-L04IT04)

2.3 Vauxhall WWTP Pilot Plant - Request to Negotiate and Execute Site Access Agreement

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated June 13, 2023, related to the Vauxhall Wastewater Treatment Plan Pilot Plant Request to Negotiate and Execute Site Access Agreement:

- a) the proposed by-law, as appended the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:
 - i) authorize the Civic Administration to negotiate the terms of a site access agreement with Pall Water for the purposes of establishing a research test facility at Vauxhall Wastewater Treatment Plant; and,
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-E07 2023-E03)

2.4 Appointment of Consulting Engineers for Contract Administration Services - Stormwater Infrastructure and Channel Remediation Projects

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Appointment of Consulting Engineers for Contract Administration Services for the Stormwater Infrastructure and Channel Remediation Projects:

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

i) AECOM Canada Ltd. BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Mud Creek Phase 2A Culvert replacement on Oxford Street West in the total amount of \$127,098.00, including contingency (excluding HST);

ii) the engineering design fees for AECOM Canada Ltd. BE INCREASED to recognize the additional design scope of work for the project, in accordance with the estimate on file, by \$196,758.61 (excluding HST), from \$746,074.00 to a total upset amount of \$942,832.61;

iii) Stantec Consulting Limited BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Hyde Park Assignment 'A' Project, in the total amount of \$188,054.50, including contingency (excluding HST);

iv) the engineering design fees for Stantec Consulting Limited BE INCREASED to recognize the additional design scope of work for the project in accordance with the estimate on file, by \$15,534.00 (excluding HST), from \$301,032.57 to a total upset amount of \$316,566.57; and,

v) Matrix Solutions Inc. BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Hyde Park Assignment 'B', in the total amount of \$159,815.03, including contingency (excluding HST);

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

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E01)

2.5 Funding to Support UTRCA Capital/Maintenance Projects and City Watercourse Monitoring Program

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Funding to Support UTRCA Capital Maintenance Projects and City Watercourse Monitoring Program:

a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects with the City share in the total amount of \$85,000.00, including contingency (excluding HST); it being noted that the requirements of this provincial funding program are unique, in that only Conservation Authorities can apply, requiring the use of clause 14.3. (a) of the Procurement of Goods and Service Policy:

- i) Fanshawe Dam – Safety Boom Design;
 - ii) Fanshawe Dam – Monitoring Upgrades;
 - iii) Fanshawe Dam – Drainage Gallery & Pressure Relief Well Repairs;
- and,
- iv) West London Dyke – Supplemental Hand Railing Design and Installation.

b) the Upper Thames River Conservation Authority BE APPOINTED to complete the 2023 Dingman Creek Surface Monitoring Program, in accordance with the estimate, on file, at an upset amount of \$243,701.00, including 10% contingency (excluding HST); it being noted that this is a unique program for which the UTRCA offers licences as well as full services to complete this work in accordance with Section 14.4 (d), (e) & (h) of the City of London's Procurement of Goods and Services Policy;

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

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

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

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E13)

2.6 Contract Price Increase - Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Contract Price Increase for the Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project:

a) Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs (Tender RFT 2022-016) construction contract value with Stone Town Construction Limited BE INCREASED by \$1,499,636.96 for a total contract value of \$10,768,014.71 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;

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

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

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-L04/E08)

3. Scheduled Items

3.1 Blackfriars Bridge - Long Term Use

That the following actions be taken with respect to the long-term use of the Blackfriars Bridge:

- a) the Option 1 – to continue with the current bridge configuration – as outlined in the staff report dated June 13, 2023 BE APPROVED;
- b) the above-noted recommendation from the Long Term Use Study BE SUBMITTED to the Director of the Environmental Approvals Branch, Ontario Ministry of Environment, Conservation and Parks, as required by the previous environmental assessment review; and,

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

- T. Loubani
- D. Guccuado
- R. Andary
- L. Durham
- K. Bice
- J. Culbert
- M. Wallace
- J. Harris
- A. Loewan-Nair
- M. Miksa
- J. Necktal
- Q. Flemming
- G. Brown
- A. Lee;

it being noted that the staff presentation from G. Dales, Manager Transportation Planning and Design, as appended to the Agenda, with respect to this matter, was received; and,

it being further noted that the communications, as appended to the Added Agenda, from J. Fyfe-Miller, N. Sproule, H. Tallman and L. Durham, with respect to this matter, were received. (2023-T04)

Motion Passed

Additional Votes:

Moved by: H. McAlister

Seconded by: P. Cuddy

Motion to open the public participation meeting.

Yeas: (4): C. Rahman, H. McAlister, S. Trosow, and P. Van Meerbergen

Nays: (1): P. Cuddy

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

Moved by: P. Van Meerbergen

Seconded by: S. Trosow

Motion to close the public participation meeting.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: H. McAlister

Seconded by: P. Van Meerbergen

Motion to approve parts a) and b) of the motion.

Yeas: (4): C. Rahman, H. McAlister, P. Cuddy, and P. Van Meerbergen

Nays: (1): S. Trosow

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

Moved by: P. Van Meerbergen

Seconded by: P. Cuddy

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

- T. Loubani
- D. Guccuado
- R. Andary
- L. Durham
- K. Bice
- J. Culbert
- M. Wallace
- J. Harris
- A. Loewan-Nair
- M. Miksa
- J. Necktal
- Q. Flemming
- G. Brown
- A. Lee;

it being noted that the staff presentation from G. Dales, Manager Transportation Planning and Design, as appended to the Agenda, with respect to this matter, was received;

it being further noted that the communications, as appended to the Added Agenda, from J. Fyfe-Miller, N. Sproule, H. Tallman and L. Durham, with respect to this matter, were received. (2023-T04)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4. Items for Direction

4.1 Core Area Parking Initiatives

Moved by: P. Van Meerbergen

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Core Area Parking Initiatives:

- a) the Civic Administration BE DIRECTED to bring forward a business case as part of the 2024-2027 Multi-Year Budget that provides funding to undertake a Downtown Parking Strategy Update;
- b) the Civic Administration BE DIRECTED to undertake a procurement process to redevelop the parking lot at 185 Queens Avenue for the purposes of a mixed-use development including affordable and market units and a privately owned and operated parking garage that provides both public and reserve parking;
- c) the Civic Administration BE DIRECTED to extend the current temporary free parking promotion in the Core Area to the first quarter of 2024;
- d) the Civic Administration BE DIRECTED to bring forward a by-law amendment that would allow reserved parking in City parking lots at a bulk discounted monthly rate; and,
- e) the above-noted staff report BE RECEIVED. (2023-T02)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: P. Cuddy

Seconded by: H. McAlister

That the Deferred Matters List for the Civic Works Committee, as of May 9, 2023, BE RECEIVED.

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5.2 (ADDED) Community Advisory Committee Vacancies

Moved by: P. Cuddy

Seconded by: H. McAlister

That the communication as appended to the Added Agenda, from B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee, BE RECEIVED. (2023-C04)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 3:00 PM.

Strategic Priorities and Policy Committee Report

17th Special Meeting of the Strategic Priorities and Policy Committee
June 5, 2023

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

ABSENT: S. Stevenson, P. Van Meerbergen

ALSO PRESENT: D. Escobar, A. Job, M. Schulthess

Remote Attendance: S. Corman, B. Westlake-Power

The meeting is called to order at 12:45 PM; it being noted that Councillor Pelozo was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Consideration of Appointment to the London Police Services Board

Moved by: C. Rahman

Seconded by: A. Hopkins

That the London Police Services Board appointment BE CONSIDERED at the Strategic Priorities and Policy Committee on June 20, 2023.

Yeas: (5): S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (7): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Lehman, and S. Hillier

Absent: (3): S. Stevenson, P. Van Meerbergen, and E. Pelozo

Motion Failed (5 to 7)

6. Confidential (Enclosed for Members only.)

Moved by: S. Lehman

Seconded by: A. Hopkins

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

Personal Matters/ Identifiable Individuals

6.1 A matter pertaining to personal matters about an identifiable individuals, including communications necessary for that purpose, as it relates to interviews for nomination to the London Police Services Board of Directors.

Yeas: (10): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, and E. Pelosa

Absent: (5): S. Stevenson, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Motion Passed (10 to 0)

The Corporate Services Committee convenes In Closed Session from 12:49 PM to 7:27 PM.

7. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 7:48 PM.

Strategic Priorities and Policy Committee Report

18th Meeting of the Strategic Priorities and Policy Committee
June 20, 2023

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

ABSENT: S. Hillier

ALSO PRESENT: L. Livingstone, J. Adema, A. Barbon, K. Dickins, C. Dooling, D. Escobar, A. Job, P. Kavcic, S. Mathers, T. McBeth, H. McNeely, J. Millson, R. Morris, C. Parsons, K. Scherr, C. Smith, A. Thompson, S. Thompson, B. Westlake-Power, J. Yanchula

Remote Attendance: E. Bennett, B. Card, S. Corman, S. Glover, K. Lakhota, J. Millman, A. Rammeloo, M. Schulthess

The meeting is called to order at 4:02 PM; it being noted that Councillors P. Van Meerbergen and E. Pelozo were in remoted attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: P. Cuddy

Seconded by: A. Hopkins

That Consent Items 2.3 to 2.7, BE APPROVED.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

2.3 London Economic Development Corporation (LEDC) Activity Report Update 2022

Moved by: P. Cuddy

Seconded by: A. Hopkins

That the London Economic Development Corporation Activity Update 2022 BE RECEIVED for information.

Motion Passed

2.4 London Community Recovery Network - Update Report 2020-2022

Moved by: P. Cuddy

Seconded by: A. Hopkins

That, on the recommendation of the City Manager the report dated June 20, 2023, with respect to the London Community Recovery Network – Update Report 2020-2022 BE RECEIVED.

Motion Passed

2.5 London Community Grants Program Innovation and Capital Funding Allocations (2023)

Moved by: P. Cuddy

Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated June 20, 2023, titled “London Community Grants Program Innovation and Capital Funding Allocations (2023)”, BE RECEIVED for information.

Motion Passed

2.6 Anti-Hate Response Pilot Agreement with Ontario Ministry of Citizenship and Multiculturalism

Moved by: P. Cuddy

Seconded by: A. Hopkins

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

- a) the City of London’s Anti-Hate Response Pilot BE ENDORSED;
- b) the proposed by-law as appended to the staff report dated June 20, 2023, as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:
 - i) approve the Ontario Transfer Payment Agreement, attached as Schedule A to the proposed by-law, for the Anti-Hate Pilot Project (“Ontario Transfer Payment Agreement”) between His Majesty the King in Right of Ontario, as represented by the Minister of Citizenship and Multiculturalism and The Corporation of the City of London;
 - ii) authorize the Mayor and the City Clerk to execute the Ontario Transfer Payment Agreement approved in paragraph i) above;
 - ii) delegate authority to the City Manager, or their written delegate, to approve and execute further amending agreements to the Ontario Transfer Payment Agreement if they are consistent with the requirements of the Ontario Transfer Payment Agreement approved in paragraph i) above and do not require additional funding or are provided for in the City’s current budget and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London;
 - ii) delegate authority to the City Manager, or their written delegate, to undertake all administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Funds specified in the Ontario Transfer Payment Agreement that are necessary in connection with the Transfer Payment Agreement approved in paragraph i) above; and,
 - iii) delegate authority to the City Manager, or their written delegate, to make the necessary inquiries of all internal Service Areas and, if appropriate based on those inquiries, to execute the Attestation as

appended to the staff report as Appendix “B” from the City of London regarding compliance with the Ontario Human Rights Code as required by the Province for the purposes of the Transfer Payment Agreement;

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

Motion Passed

2.7 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: P. Cuddy

Seconded by: A. Hopkins

That the 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on May 29, 2023 BE RECEIVED.

Motion Passed

3. Scheduled Items

3.1 Not to be heard before 4:05 PM - London Hydro Inc. - 2022 Annual General Meeting of the Shareholder Annual Resolutions

Moved by: C. Rahman

Seconded by: P. Cuddy

That the following actions be taken with respect to London Hydro Inc.:

a) the proposed by-law as appended to the staff report dated June 20, 2023 as Appendix “A” entitled “A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc.” BE INTRODUCED at the Municipal Council meeting to be held June 27, 2023;

b) the proposed “Recruitment Process for Director Appointments”, as appended to the staff report dated June 20, 2023 as Appendix ‘B’, BE APPROVED;

c) the presentation by V. Sharma, CEO and C. Graham, Board Chair, London Hydro Inc., BE RECEIVED;

d) the 2022 Annual Report on Finance BE RECEIVED;

e) the communication from London Hydro Inc. regarding the Election of Directors BE RECEIVED; and,

f) London Hydro Inc. BE REQUESTED to bring forward 2 names for consideration for appointment to the August 16, 2023 Strategic Priorities and Policy Committee meeting.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

3.2 Not to be heard before 4:05 PM - London and Middlesex Community Housing - 2022 Annual General Meeting of the Shareholder Annual Resolutions

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

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

- a) on the recommendation of the City Manager, the proposed by-law as appended to the staff report dated June 2023 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing", BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023;
- b) the presentation by P. Squire, Chair and P. Chisholm, CEO, London & Middlesex Community Housing BE RECEIVED;
- c) the 2022 Financial Statements BE RECEIVED;
- d) the 2022 Annual Report - Building for the Future BE RECEIVED; and,
- e) the London and Middlesex Community Housing Board of Directors BE REQUESTED to bring forward a tenant's name for consideration to the Strategic Priorities and Policy Committee meeting on September 19, 2023;

it being noted that for the current tenant vacancy on the LMCH Board the City Clerk will circulate to all members of Council all of the applications received at the same time that these are provided to the LMCH Board in accordance with the current Recruitment Process for Director Appointments.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Moved by: S. Franke
Seconded by: S. Lewis

That the Committee BE RECESSED until 6:50 PM.

Motion Passed

The Committee recesses at 6:25 PM and reconvenes at 6:56 PM.

3.3 Not to be heard before 4:05 PM - Housing Development Corporation, London (HDC) - 2022 Annual General Meeting of the Shareholder Annual Resolutions

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

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

- a) the recommendation of the City Manager, the Independent Auditor's Report of KPMG LLP for the Shareholder of Housing Development Corporation, London, dated December 31, 2022, BE RECEIVED;
- b) the 2022 Financial Statements BE RECEIVED;

c) the 2022 Year End Report to the Shareholder BE RECEIVED; and,

d) the verbal presentation from C. Cooper and added presentation from M. Feldberg, CEO, Housing Development Corporation BE RECEIVED.

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

Absent: (3): P. Van Meerbergen, E. Pelozza, and S. Hillier

Motion Passed (12 to 0)

3.4 Public Participation Meeting - Not to be heard before 4:45 PM - 2024
Growth Management Implementation Strategy (GMIS) Update

Moved by: S. Franke

Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of the London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

a) the 2024 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report dated June 20, 2023 as Appendix "B"; it being noted that:

- i) Sunningdale SWMF E1 will be rescheduled from 2022 to 2024;
- ii) White Oaks SWMF 3 – West will be rescheduled from 2022 to 2024;
- iii) Stoney Creek SWM 10 will be rescheduled from 2027 to 2028;
- iv) Kilally (A30) Growth Area – Kilally Water (Phase 2, Webster St. to Clarke Rd.) will be rescheduled from 2023 to 2024; and
- v) it being further noted that further review with the development industry will take place to address housing supply opportunities in the Northeast GMIS Area/Kilally Road area;

b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

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

- A. Beaton, Urban League;
- J. Dionne, Sifton Properties;
- M. Wallace, London Development Institute;

it being further pointed out that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

- a communication dated June 9, 2023 from A. Beaton and S. Levin, Urban League of London;
- a communication dated June 9, 2023 from P. Masschelein, Senior Vice President and J. Diotte, Manager, Engineering, Sifton;
- a communication dated June 19, 2023 from P. Masschelein, Senior Vice President, Sifton.

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

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

Motion Passed (13 to 0)

Moved by: S. Lewis
Seconded by: A. Hopkins

Motion to open the public participation meeting.

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

Absent: (3): P. Van Meerbergen, E. Pelozo, and S. Hillier

Motion Passed (12 to 0)

Moved by: S. Trosow
Seconded by: S. Stevenson

Motion to close the public participation meeting.

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

Absent: (3): P. Van Meerbergen, E. Pelozo, and S. Hillier

Motion Passed (12 to 0)

4. Items for Direction

4.1 Lower Thames Valley Conservation Authority (LTVCA) and Kettle Creek Conservation Authority (KCCA) - Ministry of Natural Resources and Forestry

That the following actions be taken with respect to the Lower Thames Valley Conservation Authority and Kettle Creek Conservation Authority:

a) the communication dated May 30, 2023 from The Honourable Graydon Smith, Minister of Natural Resources and Forestry BE RECEIVED;

b) Councillor H. McAlister BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026; and,

c) Councillors J. Pribil and P. Van Meerbergen BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026.

Motion Passed

Voting Record:

Moved by: S. Stevenson
Seconded by: S. Lewis

That Councillor H. McAlister BE APPOINTED to the Lower Thames Valley Conservation Authority Board for the term ending November 14, 2026.

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

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

Motion Passed (13 to 0)

Moved by: P. Cuddy

Seconded by: S. Trosow

That Councillor J. Pribil BE APPOINTED to the Kettle Creek Conservation Authority Board of Directors for the term ending November 14, 2026.

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

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

Motion Passed (13 to 0)

Moved by: P. Cuddy

Seconded by: S. Trosow

That Councillor P. Van Meerbergen BE APPOINTED to the Kettle Creek Conservation Authority Board of Directors for the term ending November 14, 2026.

Yeas: (9): H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (4): J. Morgan, S. Stevenson, S. Lehman, and E. Pelozza

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

Motion Passed (9 to 4)

2. Consent

2.1 June Progress Update - Health and Homelessness Whole of Community System Response

Moved by: S. Lewis

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Social and Health Development, the June Progress Update – Health & Homelessness Whole of Community System Response report BE RECEIVED for information.

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

Nays: (1): S. Stevenson

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

Motion Passed (12 to 1)

2.2 Core Area Action Plan 2022 Review

Moved by: S. Lewis

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the Deputy City Manager, Planning & Economic Development, and the Deputy City Manager, Social & Health Development, the following actions be taken:

a) the staff report dated June 20, 2023 entitled "Core Area Action Plan 2022 Review", including its appendices, BE RECEIVED;

b) one-time funding of \$100,000 in support of the Holly Jolly Market and Downtown for the Holidays events BE APPROVED from the Operating Budget Contingency Reserve; and,

c) a one-time funding increase of \$50,000 to support 2023 Summer, Fall and Winter Core Area events and activations BE APPROVED from the Operating Budget Contingency Reserve;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 18, 2023 from D. Brown, Coordinator, Midtown Community Organization with respect to this matter.

Motion Passed

Voting Record:

Moved by: S. Lewis

Seconded by: P. Cuddy

Motion to approve part a) of the clause:

a) the staff report dated June 20, 2023 entitled "Core Area Action Plan 2022 Review", including its appendices, BE RECEIVED;

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

Nays: (1): S. Stevenson

Absent: (3): P. Van Meerbergen, E. Pelozza, and S. Hillier

Motion Passed (11 to 1)

Moved by: S. Lewis

Seconded by: P. Cuddy

Motion to approve part b) of the clause:

b) one-time funding of \$100,000 in support of the Holly Jolly Market and Downtown for the Holidays events BE APPROVED from the Operating Budget Contingency Reserve; and,

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

Nays: (1): S. Trosow

Absent: (3): P. Van Meerbergen, E. Pelozza, and S. Hillier

Motion Passed (11 to 1)

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

Motion to approve part c) of the clause:

c) a one-time funding increase of \$50,000 to support 2023 Summer, Fall and Winter Core Area events and activations BE APPROVED from the Operating Budget Contingency Reserve;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 18, 2023 from D. Brown, Coordinator, Midtown Community Organization with respect to this matter.

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

Absent: (3): P. Van Meerbergen, E. Pelozza, and S. Hillier

Motion Passed (12 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 10:04 PM.

Planning and Environment Committee

Report

10th Meeting of the Planning and Environment Committee
June 12, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, A. Hopkins, S. Franke, S. Hillier, Mayor J. Morgan

ALSO PRESENT: Councillors H. McAlister, P. Cuddy, J. Pribil, S. Trosow and D. Ferreira; G. Bailey, M. Butlin, K. Edwards, D. Escobar, B. House, S. Mathers, H. McNeely, B. O'Hagan, M. Shepley, J.W. Taylor, S. Thompson and J. Yanchula

Remote attendance: Councillors S. Stevenson and C. Rahman; M. Corby, A. Dunbar, P. Kavcic, M. Pease, P. Kokkoros and B. Westlake-Power

The meeting is called to order at 4:04 PM; it being noted that Mayor J. Morgan and Councillor S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Franke
Seconded by: A. Hopkins

That Items 2.1 and 2.2 BE APPROVED.

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins, S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

2.1 6th Report of the Ecological Community Advisory Committee

Moved by: S. Franke
Seconded by: A. Hopkins

That the 6th Report of the Ecological Community Advisory Committee, from its meeting held on May 18, 2023, BE RECEIVED for information.

Motion Passed

2.2 ESA Lands Asset Plan and Data Management Tool - Contract Award (RFP-2023-018)

Moved by: S. Franke
Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Development, the following actions be taken with respect to the appointment of consulting services for the completion of an Environmentally Significant Area (ESA) Lands Asset Plan and Data Management Tool:

- a) North South Environmental Inc. BE APPOINTED project consultants to prepare an Environmentally Significant Area (ESA) Asset Plan and Data Management Tool, in the total amount of \$179,394.00 (including contingency), excluding HST;
- b) the financing for the project BE APPROVED in accordance with the Source of Financing Report appended to the staff report dated June 12, 2023 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.

Motion Passed

3. Scheduled Items

3.1 221 Queens Avenue (TZ-9598)

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 221 Queens Avenue:

- a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property by extending the Temporary Use (T-69) Zone for a temporary period of three (3) years, BE REFUSED for the following reasons:
 - i) the request is not consistent with the policies of the Provincial Policy Statement, 2020;
 - ii) the request does not conform to the established policies of The London Plan regarding temporary commercial parking lots;
 - iii) the request does not implement the goals of Our Move Forward: London's Downtown Plan; and,
 - iv) the request does not implement the recommendations of the Downtown Parking Strategy;
- b) the proposed by-law appended to the staff report dated June 12, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), by extending the Temporary Use (T-69) Zone for a period not exceeding one (1) year;

it being noted that the purpose of the recommended short-term one (1) year extension of the temporary zone is to allow the applicant an opportunity to provide a detailed strategy for the subject site in line with the Downtown Plan policies;

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

- A. Haasen, Sifton Properties Limited;

it being further noted that the Municipal Council refuses the three-year extension for this application for the following reasons:

- the request is not consistent with the policies of the Provincial Policy Statement, 2020;
- the request does not conform to the established policies of The London Plan regarding temporary commercial parking lots;
- the request does not implement the goals of Our Move Forward: London's Downtown Plan; and,
- the request does not implement the recommendations of the Downtown Parking Strategy;

it being further noted that the Municipal Council approves the one-year extension for this application for the following reasons:

- the request to extend the temporary zone for a period of three (3) years, representing the maximum extension permitted, does not encourage long-term redevelopment of the site in support of achieving London's Housing Pledge target of 47,000 units by 2031; and,
- the recommended one (1) year extension is a balanced approach that allows existing users of the surface commercial parking lot to make alternative parking arrangements while encouraging long-term redevelopment of the site to a more intense, transit-supportive use that is consistent with the policies of the Provincial Policy Statement, and The London Plan. The additional year will also provide an opportunity for Civic Administration to collaborate with the landowner to facilitate a strategy that generates new housing units in the Downtown Core and work towards achieving London's Housing Pledge target of 47,000 units. (2023-)

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: S. Franke

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

3.2 Community Improvement Plans and Financial Incentive Programs (Final)

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the evaluation of Community Improvement Plan and Financial Incentives Programs:

- a) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that can be addressed through existing budgets BE IMPLEMENTED:
 - i) the Civic Administration BE DIRECTED to revise the City of London Community Improvement Plan for Brownfield Incentives to update references to The London Plan, Provincial planning legislation, and Provincial financing tools;
 - ii) the Community Improvement Plan for Industrial Land Uses BE AMENDED to remove 'businesses that develop computer software or hardware for license or sale to end users that are on land zoned for industrial uses' and to remove 'enhanced transportation and logistics', it being noted that 'enhanced transportation and logistics' is not defined as targeted in Schedule 3 of the Community Improvement Plan;
 - iii) the Civic Administration BE DIRECTED to remove references to the former 1989 Official Plan and Provincial Policy Statement and to replace them with The London Plan and the 2020 Provincial Policy Statement in all Community Improvement Plans;
 - iv) that the Upgrade to Building Code Loan Program and the Façade Improvement Loan Program BE AMENDED to modify the repayment schedules to reduce the term length for loan amounts that are equal to or less than \$5,000 from 114 monthly payments to 54 monthly payments instead;
 - v) the Airport Area Community Improvement Plan (CIP) BE AMENDED to revise the eligibility criteria and requirements for retroactive applications, it being noted the Airport Area CIP requirements are inconsistent compared to other City of London CIPs;
 - vi) the goals and objectives of the Downtown and Old East Village Community Improvement Plans BE AMENDED to introduce measurable objectives to inform when the CIPs' identified Community Improvement goals have been achieved;
 - vii) the Heritage Community Improvement Plan, City of London Community Improvement Plan for Brownfield Incentives, and Community Improvement Plan for Industrial Land Uses BE AMENDED to include performance measures, indicators of success, and targets to align with current City policies and Municipal Council Strategic Directions;
 - viii) the Civic Administration BE DIRECTED to review the effectiveness of the Financial Incentive Programs supporting the City of London Community Improvement Plan for Brownfield Incentives; and,
 - ix) the Development Charges Grant and the Tax Increment Equivalent Grant Programs in the City of London Community Improvement Plan for Brownfield Incentives BE AMENDED to limit the duration of Municipal Council's commitment, it being noted that the Program does not define a time limit for holding City funds committed in future budgets;
- b) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that result in a funding reduction, or a program being suspended, BE IMPLEMENTED:
 - i) the Industrial Land Corridor Enhancement Grant Program BE DELETED from the Community Improvement Plan for Industrial Land Uses;

ii) the funding for the Property Tax Assistance Grant Program in the London Community Improvement Plan for Brownfield Incentives BE SUSPENDED in the next Multi-Year Budget pending review of the impact of 2023 changes made to the Provincial Brownfield Financial Tax Incentive Program; and,

iii) that funding for the Wharncliffe Road Corridor Sign Loan Program in the Lambeth Area Community Improvement Plan BE SUSPENDED in the 2024-2027 Multi-Year Budget, it being noted that this program will continue to be approved as part of the Lambeth Area Community Improvement Plan;

c) the recommendation identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that continues existing financial incentive programs with an existing budget BE IMPLEMENTED:

i) that, based on results from the review of the City's current Community Improvement Plans and the associated Incentive Programs, the following Programs, BE CONTINUED, noting that funding for these Programs was set to expire December 31, 2023:

A) Residential Development Charges Grant Programs offered in the Downtown and Old East Village Community Improvement Project Areas;

B) Downtown, Old East Village, and SoHo Rehabilitation and Redevelopment Tax Grant Programs;

C) Downtown, Old East Village, Hamilton Road, and SoHo Upgrade to Building Code Loan Programs;

D) Downtown, Old East Village, and Hamilton Road Upgrade to Building Code Loan Programs, including existing provisions for forgivable loans;

E) Downtown, Hamilton Road, Old East Village, Lambeth and SoHo Façade Improvement Loan Programs;

F) Downtown and Old East Village Façade Improvement Loan Programs, including existing provisions for forgivable loans; and,

G) City-wide Industrial Development Charge Program that continues to distinguish between targeted and non-targeted industrial uses;

d) the Civic Administration BE DIRECTED to submit business cases for all recommendations requiring additional investment through the 2024-2027 Multi-Year Budget process:

Enhancing an Existing Financial Incentive Program

i) the Core Area Community Improvement Plan BE AMENDED to make available to properties facing Dundas Street in the Midtown Area, the Façade Improvement Loan, Upgrade to Building Code Loan, and the Rehabilitation and Redevelopment Tax Grant Programs;

ii) the Civic Administration BE DIRECTED to investigate the feasibility of funding the Upgrade to Building Code Loan, the Façade Improvement Loan, and the Rehabilitation and Redevelopment Tax Grant Programs approved in 2021 for the Argyle Core Area CIP, including consideration of a forgivable loan component for properties facing Dundas Street between Clarke Road and Hale Street;

iii) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Upgrade to Building Code Loan Program offered in the Downtown and Old East Village Community Improvement Project Plans to increase the amount of the forgivable portion from 12.5% to 75% for residential units created in building levels above the ground floor and from 12.5% to 50% for commercial units created in building levels above the ground floor;

iv) the Civic Administration BE DIRECTED to review the feasibility of including a Safety Audit Grant Program in the Hamilton Road Area and

Argyle Core Area Community Improvement Plans;

- v) the Civic Administration BE DIRECTED to report back to Municipal Council with recommendations for eligible property security improvements under the Core Area Safety Audit Grant Program to supplement recommended improvements from safety audits which also consider community visual impact;
- vi) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Rehabilitation and Redevelopment Tax Grant Program offered in the Downtown and Old East Village Community Improvement Plans to increase the grant value for Level 2 properties to promote occupancy in above ground floors;
- vii) the Civic Administration BE DIRECTED to investigate improving the functionality of the existing Additional Residential Unit Loan Program to encourage the construction of Additional Residential Units in alignment with the multi-year budget process;

Creating a New Financial Incentive Program or Community Improvement Plan

- viii) that, following Council's adoption of the 2024-2027 Multi-Year Budget setting funding for Financial Incentive Programs in existing Community Improvement Plan, Civic Administration TO REPORT BACK on the policy and financial impacts of introducing a new Community Improvement Plan for the Hyde Park Hamlet on Gainsborough Road;
- ix) the Heritage Community Improvement Plan BE AMENDED to add a new Heritage Grant Program to incentivize the rehabilitation of Heritage properties up to \$5,000 capped at 50% of completed eligible improvements;
- x) the Civic Administration BE DIRECTED to investigate the feasibility of adding energy upgrades and climate change adaptation measures into London's Community Improvement Plans;
- xi) the Civic Administration BE DIRECTED to review the Affordable Housing Community Improvement Plan and report back to Municipal Council on how to improve the Plan to incentivize affordable housing developments;
- xii) the Civic Administration BE DIRECTED to prepare new Community Improvement Plans and programs to support low-cost housing within primary transit areas;
- xiii) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new grant program in the Downtown, Old East Village, SoHo, Argyle Core Area, Lambeth, and Hamilton Road Area Community Improvement Plans for funding 100% of eligible interior and exterior building improvements undertaken by business tenants, up to a maximum of \$5,000;
- xiv) the Civic Administration BE DIRECTED to investigate the feasibility of a new community improvement financial incentive program to support conversion of vacant commercial buildings with a low potential for continued commercial use to residential units in alignment with the multi-year budget process;
- xv) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new community improvement financial incentive program to support attainable housing within primary transit areas in alignment with the multi-year budget process; and,
- xvi) the Civic Administration BE DIRECTED to review the Core Area Community Improvement Plan to consider amendments addressing property acquisition options and financial incentive programs aimed at identifying and encouraging commercial occupancy options identified through the Core Area Land and Building Vacancy Reduction Strategy; Boundary Changes to a Community Improvement Project Area
- xvii) the Civic Administration BE DIRECTED to investigate the feasibility of consolidating the Core Area, Downtown, and Old East Village Community Improvement Plans, it being noted that the Core Area

comprises of three distinct areas: Downtown, Midtown, and Old East Village;

xviii) the Old East Village Community Improvement Plan Project Area BE AMENDED to include the properties located at 425 Rectory Street, 419 Rectory Street, 417 Rectory Street, 415 Rectory Street, 800 King Street, 796 King Street, 794 King Street, 790 King Street, 786 King Street, 784 King Street, 774 King Street, 768 King Street, 764 King Street, 762 King Street, 758 King Street, 754 King Street, 748 King Street, 376 Hewitt Street, 378 Hewitt Street, 380 Hewitt Street, 382 Hewitt Street, 386 Hewitt Street, and 390 Hewitt Street; and,

xix) the Hamilton Road Community Improvement Plan Project Area BE AMENDED to include the property located at 512 Horton Street East; and,

xx) the comments and communications received as part of the associated public participation meeting relating to affordable housing BE FORWARDED to the appropriate external reference group(s) for consideration;

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

- a communication dated June 5, 2023 from K. Duever, VP, Public Affairs, London Chamber of Commerce; and,
- the revised staff report;
- the staff presentation;
- a communication dated June 12, 2023 from Councillor S. Franke;
- a communication dated June 8, 2023 from B. Maly, Downtown London Executive Director and S. . Collyer, LDBA Board Chair;
- a communication dated June 8, 2023 from A. McClenaghan, Chair, Mainstreet London; and,
- a communication dated June 9 2023 from S. Levin;

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

- S. Levin;
- M. Wallace, London Development Institute;
- D. Bellrose;
- B. Maly, Executive Director, Downtown London Business Improvement Area;
- K. Duever, London Chamber of Commerce;
- J. Ryan, Indwell;
- Sister J. Atkinson, Sister of St. Joseph and Vision SoHo Alliance Group;
- J. Pastorius, Old East Village Business Improvement Area; and,
- J. A. John, Partner Housing.

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: S. Franke
Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: S. Lewis
Seconded by: S. Hillier

Motion to amend clause a) ii) to read as follows:

"a) ii) the Community Improvement Plan for Industrial Land Uses BE AMENDED to remove 'businesses that develop computer software or hardware for license or sale to end users that are on land zoned for industrial uses' and to remove 'enhanced transportation and logistics', it being noted that 'enhanced transportation and logistics' is not defined as targeted in Schedule 3 of the Community Improvement Plan;"

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: S. Lewis
Seconded by: S. Hillier

Motion to amend clause b) i) to read as follows:

"b) i) the Industrial Land Corridor Enhancement Grant Program BE DELETED from the Community Improvement Plan for Industrial Land Uses;"

Yeas: (5): S. Lehman, S. Lewis, S. Franke, S. Hillier, and Mayor J. Morgan

Nays: (1): A. Hopkins

Motion Passed (5 to 1)

Moved by: S. Lewis
Seconded by: S. Hillier

Motion to amend clause d) iii) to read as follows:

"d) iii) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Upgrade to Building Code Loan Program offered in the Downtown and Old East Village Community Improvement Project Plans to increase the amount of the forgivable portion from 12.5% to 75% for residential units created in building levels above the ground floor and from 12.5% to 50% for commercial units created in building levels above the ground floor;"

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: S. Franke
Seconded by: A. Hopkins

Motion to amend clause d) xi) to read as follows:

"d) xi) the Civic Administration BE DIRECTED to amend the Downtown Residential Development Charges Grant Program to require that applicants accessing this CIP are required to include 10% affordable units (80% AMR or better) to access the Residential Development Charges Grant;"

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

Nays: (4): S. Lehman, S. Lewis, S. Hillier, and Mayor J. Morgan

Motion Failed (2 to 4)

Moved by: A. Hopkins
Seconded by: Mayor J. Morgan

Motion to add clause d) xxi) which reads as follows:

"d) xxi) the comments and communications received as part of the associated public participation meeting relating to affordable housing BE FORWARDED to the appropriate external reference group(s) for consideration;"

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

4. Items for Direction

None

5. Deferred Matters/Additional Business

5.1 Deferred Matters

Moved by: A. Hopkins
Seconded by: S. Lewis

That the Deferred Matters List for the Planning and Environment Committee, as at May 31, 2023, BE RECEIVED.

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 7:33 PM.

Planning and Environment Committee

Report

11th Meeting of the Planning and Environment Committee
June 19, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, A. Hopkins, S. Franke, S. Hillier

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors P. Cuddy, S. Stevenson and J. Pribil; J. Adema, A. Alkema, A. Job M. Campbell, M. Corby, A. Curtis, K. Gonyou, A. Hovius, P. Kavcic, S. Mathers, C. Maton, C. McCreery, H. McNeely, B. O'Hagan, C. Parker, B. Page, M. Pease and S. Wise

Remote attendance: Councillors C. Rahman and P. van Meerbergen; I. Abushehada, S. Corman, K. Edwards, M. Greguol, M. Schulthess, A. Vlasman, B. Warner and B. Westlake-Power

The meeting is called to order at 4:02 PM; it being noted that Councillor S. Hillier was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: A. Hopkins

Seconded by: S. Franke

That Items 2.1, 2.2, 2.4 and 2.5 BE APPROVED

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins, S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 ReThink Zoning Progress Update

Moved by: A. Hopkins

Seconded by: S. Franke

That the staff report dated June 19, 2023 entitled "ReThink Zoning - progress update" BE RECEIVED for information.

Motion Passed

2.2 Request for Heritage Designation - 81 Wilson Avenue

Moved by: A. Hopkins

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the request for designation of the property located at 81 Wilson Avenue:

a) Notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons appended to the staff report dated June 19, 2023 as Appendix E; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 81 Wilson Avenue to be of cultural heritage value or interest for the reasons outlined in Appendix E appended to the staff report dated June 19, 2023 BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal.

Motion Passed

2.4 Heritage Alteration Permit - 1 Cathcart Street and 115 Bruce Street - Wortley Village-Old South Heritage Conservation District (HAP23-036-L)

Moved by: A. Hopkins

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the existing heritage house on the subject property located at 1 Cathcart Street and 115 Bruce Street, and to also construct two, new 2-storey houses on the subject property (specifically on Lot 1 – Bruce Street and Lot 3 – Cathcart Street as appended to the staff report dated June 19, 2023 as Appendix C) within the Wortley Village-Old South Heritage Conservation District BE PERMITTED as described in the staff report dated June 19, 2023 and as shown the aforementioned staff report as Appendix C, subject to the following terms and conditions:

i) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit;

ii) detached, single garages proposed on Lot 1 – Bruce Street and on Lot 3 – Cathcart Street to be clad with a painted wood siding or fiber cement board with a smooth finish, in a colour to match the brick of the respective houses; and,

iii) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed.

Motion Passed

2.5 Building Division Staffing Enhancements: A Path to 47,000 Units by 2031

Moved by: A. Hopkins

Seconded by: S. Franke

That the staff report dated June 19, 2023 entitled "Building Division Staffing Enhancements: A Path to 47,000 Units by 2031" with respect to staffing enhancements for the Building Division to accommodate the requirements of Bill 23 (*More Homes Built Faster Act, 2022*) related to the creation of 47,000 residential units by 2031, BE RECEIVED for information.

Motion Passed

2.3 Request for Heritage Designation - 599-601 Richmond Street

Moved by: S. Lewis
Seconded by: S. Hillier

That notwithstanding the recommendation of the Director, Planning and Development, the staff report dated June 19, 2023 entitled "Designation of the Property at 599-601 Richmond street pursuant to Part IV, *Ontario Heritage Act*, Ward 13" BE RECEIVED for information.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins
Seconded by: S. Franke

Motion to approve the staff recommendation, which reads as follows:

"That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the designation of the property at 599-601 Richmond Street:

a) Notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in the staff report dated June 19, 2023 as Appendix D; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property located at 599-601 Richmond Street to be of cultural heritage value or interest for the reasons outlined in Appendix D of the staff report dated June 19, 2023 BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal."

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

Nays: (3): S. Lehman, S. Lewis, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Failed (2 to 3)

3. Scheduled Items

3.1 568 Second Street Zoning By-law Amendment (Z-9522)

Moved by: S. Lewis
Seconded by: A. Hopkins

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the

application of Parkit Enterprises relating to the property located at 568 Second Street:

a) the revised, attached, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject lands FROM a Light Industrial (LI1) Zone TO a Holding Residential R9 Special Provision (h*R9-7(_)*H41) Zone AND a Holding Residential R9 Special Provision/Temporary (h*R9-7(_)*H41/T- _) Zone,

b) the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for seven (7) affordable housing units in the above-noted proposed development; it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options;

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

- i) any required amenity space be constructed as part of Phase 1 of the project;
- ii) limit parking between the buildings and Second Street to one row of parking spaces on the subject site;
- iii) provide direct and convenient walkway access from the main building entrances to the public sidewalk;
- iv) ensure pedestrian connections are included throughout the site to provide for safe, direct and convenient pedestrian connectivity between sidewalks, building entrances and parking and amenity areas;
- v) consolidate long-term indoor bicycle storage on the ground floor;
- vi) consider the feasibility of providing access to the rear of the neighbouring property;
- vii) consider moving the garbage area away from the centralized outdoor amenity area; and,
- viii) provide all-season landscaping within and surrounding parking areas to screen parking from the public streets as much as possible;

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

- the staff presentation; and,
- the applicant's presentation;

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

- D. Hannam, Zelinka Priamo Ltd.; and,
- J. Flynn, MTE;

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

- the recommended alternative Zoning By-law amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended alternative Zoning By-law amendment conforms to the policies of The London Plan, including but not limited to the Key Directions, the Rapid Transit Corridor Place Type, and the Zoning to the Upper Maximum policies contained in Our Tools part of the Plan; and,
- the recommended alternative Zoning By-law amendment facilitates

the development of an underutilized site within the Built-Area Boundary with an appropriate form of infill development and the interim temporary use of the land until servicing capacity can be confirmed.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Franke

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.2 1176, 1180, 1182 and 1186 Huron Street and 294 Briarhill Avenue Official Plan and Zoning By-law Amendment (OZ-9596)

Moved by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2864876 Ontario Inc., relating to the properties located at 1176, 1180, 1182 and 1186 Huron Street & 294 Briarhill Avenue:

a) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023 to amend the Official Plan for the City of London, 2016, by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type and by ADDING the subject lands to Map 7 – Specific Policies Areas – of the Official Plan;

b) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Holding Residential R9 Special Provision (h-18*R9-7()*H27) Zone;

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

- i) provision of adequate outdoor amenity space;
 - ii) differentiate the main building entrance from ground floor units;
 - iii) no portions of the building or landscaping features (i.e.: planting boxes or privacy screens) are permitted to encroach into the City right-of-way;
 - iv) consent to remove any boundary trees is required prior to final Site Plan Approval; and,
 - v) at the time of Site Plan Approval, the building design is to be similar to that which was considered at the time of the Official Plan/Zoning By-law Amendment application;
- c) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the recommended by-law;

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

- the project fact sheet;

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

- M. Davis, Siv-ik Planning and Design;

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

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

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.3 954 Gainsborough Road - Draft Plan of Subdivision and Zoning By-law Amendment (OZ-9502)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Royal Premier Homes, relating to the property located at 954 Gainsborough Road:

a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM an Urban Reserve (UR3), Holding Urban Reserve (h-2*UR3) and Open Space (OS5) Zone TO a Residential R4 Special Provision (R4-5(_)) Zone, Residential R5 (R5-5) Zone and a Residential R9 Special Provision Zone (R9-7(_)), BE REFUSED for the following reason:

i) the Application did not include Holding Provisions, a number of holding provisions are considered necessary to address a range of planning and servicing issues associated with the proposed development.

b) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Urban Reserve (UR3), Holding Urban Reserve (h-2*UR3) and Open Space (OS5) Zone TO a Holding Residential Special Provision R4 (h*h-100*R4-5(_)) Zone, Holding Residential R5 (h*h-100*R5-5) Zone and a Holding Residential R9 Special Provision Zone (h*h-100*R9-7(_)); and,

c) the Approval Authority BE ADVISED that the following issues were raised through the application review process for the property located at 954 Gainsborough Road:

i) enquiring if a Transportation Impact Assessment has been completed;

ii) enquiring if a Shadow Study has been completed;

iii) enquiring about the amount of green space and community space as the area feels enclosed;

iv) enquiring about the proximity of the proposed building to the fence of a neighbouring property in terms of privacy and open space as they will have a big wall built close to them; and,

v) privacy concerns;

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed Plan of Subdivision as submitted by Royal Premier Homes. (File No. 39T-22501), prepared by ENG PLUS (Project No. 20.221), certified by Jake Surgenor O.L.S., dated April 13, 2022, as red-line revised, which shows a total of three (3) medium density blocks and five road allowance blocks served by one Neighbourhood Street (Sophia Crescent) and one Neighbourhood Connector (Coronation Drive), SUBJECT TO the conditions appended to the staff report dated June 19, 2023 as Appendix "B";

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

- a communication from M. Al Ashkar;

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

- K. Crowley, Zelinka Priamo Ltd.;
- B. Chohan;
- F. Briceno;
- D. Pencilo; and,
- T. Raphael;

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

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Shopping Area Place Type, City Building and Design, Our Tools, and all other applicable The London Plan policies;
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;
- the proposed and recommended amendments are consistent with the Provincial Policy Statement 2020, which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents;
- the proposed and recommended zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan; and,
- the recommended draft plan supports a broad range of low and medium density residential development opportunities within the site including more intensive, mid-rise apartments along Gainsborough Road. The Draft Plan has been designed to support these uses and to achieve a visually pleasing development that is pedestrian friendly, transit supportive and accessible to the surrounding community.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Franke

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.4 755, 785 & 815 Wonderland Road South (OZ-9565)

Moved by: A. Hopkins

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 785 Wonderland Road Inc., relating to the property located at 755, 785 and 815 Wonderland Road South:

a) Municipal Council supports refusal of the request to amend the Official Plan for the City of London, 2016, to ADD a Specific Area Policy in the Shopping Area Place Type applicable to the subject lands to permit a maximum building height of 16 storeys, and to permit an increased amount of office gross floor area of 30,000 square metres, for the following reasons:

i) the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;

ii) the increased height and office space does not conform to the policies of The London Plan, including but not limited to:

A) the Key Directions that ensure new development is a good fit within existing neighbourhoods;

B) the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;

C) the design criteria contained in the City Design chapter for site layout and high-rise buildings;

D) the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;

E) the Shopping Area Place Type policies to complete a master plan on large commercial infill development sites;

iii) the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City; and,

iv) the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

b) Municipal Council supports refusal of the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Regional Shopping Area Special Provision (RSA2(3)) Zone TO a Residential R5 (R5-7) Zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(_)/R9-7(_)*H25*D120) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(_)/R9-7(_)*H40*D200) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(_)/R9-7(_)*H48*D200) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(_)/R9-7(_)*H55*D200) zone, for the following reasons:

i) the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;

ii) the increased height and office space does not conform to the policies of The London Plan, including but not limited to:

A) the Key Directions that ensure new development is a good fit within existing neighbourhoods;

B) the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;

C) the design criteria contained in the City Design chapter for site layout and high-rise buildings;

D) the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;

E) the Shopping Area Place Type policies to complete a master plan on large commercial infill development sites;

F) the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City; and,

G) the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

c) Municipal Council supports the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" at the Municipal Council meeting to be held on June 27, 2023 to amend The Official Plan, The London Plan to ADD a Specific Area Policy in the Shopping Area Place Type applicable to the subject lands to permit a maximum building height of 12 storeys along Wonderland Road South and Viscount Road;

d) Municipal Council supports the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "B" at the Municipal Council meeting to be held on June 27, 2023 to amend Zoning By-law No. Z.-1, (in conformity with The Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Regional Shopping Area Special Provision (RSA2(3)) Zone TO a holding Residential R5 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-(_) *R5-7(_)/RSA2(_)) Zone; a holding Residential R8 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-(_) *R8-4(_)/RSA2(_)) Zone; and a holding R9 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-(_) *R9-7(_)*H36/RSA2(_)) Zone;

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

- the staff presentation;

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

- C. Kulchycki, Zelinka Priamo Ltd.;
- G. Halle;
- T. Frederick;
- E. Slivinski and,
- W. Murray;

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

- the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;
- the increased height and office space does not conform to the policies of The London Plan, including but not limited to:
- the Key Directions that ensure new development is a good fit within existing neighbourhoods.
- the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;
- the design criteria contained in the City Design chapter for site layout and high-rise buildings;
- the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;
- the Shopping Area Place Type policies to complete a master plan on large commercial infill development sites;
- the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City;
- the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

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

- the recommended amendments are consistent with the Provincial Policy Statement;
- the recommended amendments conform to the in-force policies of The London Plan, including, but not limited to, the City Structure policies, City Building and Design, Our Tools, and all other applicable The London Plan policies; and,
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands and broaden the use of the site.

Yeas: (4): S. Lehman, A. Hopkins , S. Franke, and S. Hillier

Nays: (1): S. Lewis

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

Additional Votes:

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 7th Report of the Community Advisory Committee on Planning

Moved by: S. Lewis

Seconded by: A. Hopkins

That, the following actions be taken with respect to the 7th Report of the Community Advisory Committee on Planning, from its meeting held on June 14, 2023:

a) the communication, from B. Boughner, London Majors Alumni Association, as appended to the June 14, 2023 Community Advisory Committee on Planning Agenda, BE REFERRED to the Culture Office in order for additional consideration in conjunction with the Education Subcommittee and a report back to a future meeting of the Community Advisory Committee on Planning for further discussion; it being noted that a verbal delegation from B. Boughner, with respect this matter, was received;

b) the appointments of S. Ashman and J. Wabegijig BE RESCINDED from the Community Advisory Committee on Planning due to lack of attendance and,

c) clauses 1.1, 1.2, 3.1 to 3.4, inclusive, 4.1 and 4.2, inclusive, 5.1 to 5.3, inclusive, 5.5 and 5.6 BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal presentation from S. Bergman, Chair, Community Advisory Committee on Planning, with respect to these matters.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 7:32 PM.

Bill No.(number to be inserted by Clerk's Office)
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 568
Second Street (at Oxford Street East).

WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the northern portion of lands located at 568 Second Street, as shown on the attached map, comprising part of Key Map No. A108, from a Light Industrial (L1) Zone to a Holding Residential R9 Special Provision (h*R9-7*()*H41) Zone;
- 2) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the southern portion of lands located at 568 Second Street, as shown on the attached map, comprising part of Key Map No. A108, from a Light Industrial (L1) Zone to a Holding Residential R9 Special Provision Temporary (h*R9-7()*H41/ T-) Zone.
- 3) Section 13.4 of the Residential R9 Zone is amended by adding the following Special Provision:

R9-7 () 568 Second Street

a) Regulation

- i) Density (maximum): 314 units per hectare
- ii) Height (maximum): 41 metres
- iii) Surface parking (maximum): 0.5 spaces per unit
- iv) Interior side yard setback – west and northwest (minimum): 5 metres
- v) Step back at the 4th storey (minimum): 1.5 metres

- 4) Section 50.2 of the Temporary (T) Zone is amended by adding the following:

) T - 568 Second Street (Southerly portion)

Lands may be used as a self-storage establishment for a period not exceeding three (3) years beginning June 27, 2023.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

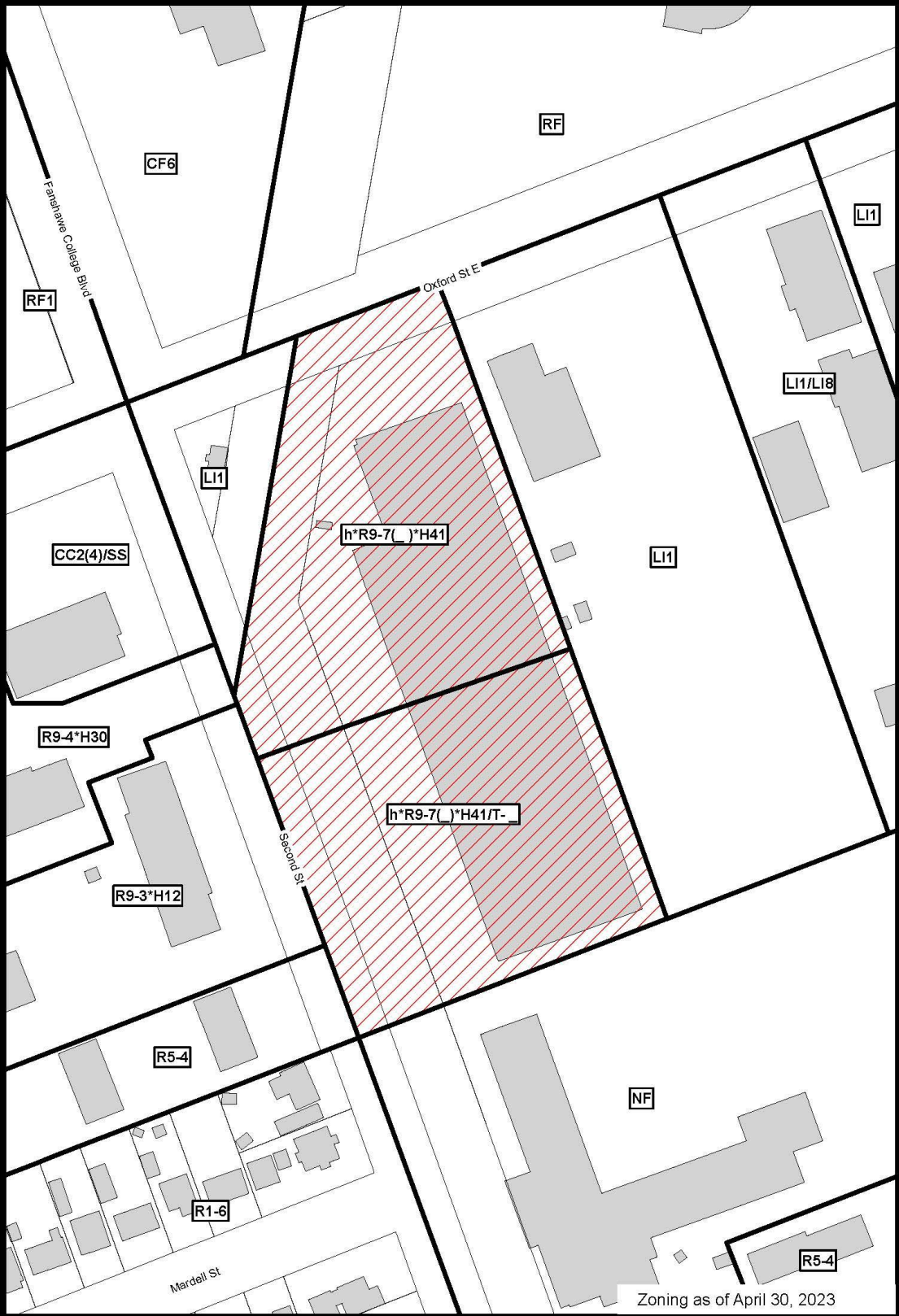
PASSED in Open Council on June 27, 2023.


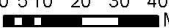

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



<p>File Number: Z-9522 Planner: CP Date Prepared: 2023/06/19 Technician: JI By-Law No: Z-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40 Meters </p> 
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Geodatabase

Corporate Services Committee

Report

12th Meeting of the Corporate Services Committee
June 12, 2023

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

ABSENT: S. Stevenson

ALSO PRESENT: Councillors J. Pribil, A. Hopkins; L. Livingstone, A. Barbon, M. Butlin, C. Dooling, D. Escobar, P. Ladouceur, A. Ostrowski, J. Stanford, S. Tatavarti, S. Thompson, B. Warner, B. Westlake-Power

Remote Attendance: Councillor C. Rahman; S. Corman, A. Thompson

The meeting is called to order at 12:00 PM; it being noted that Mayor J. Morgan was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.2 Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land

Moved by: H. McAlister
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Director, Economic Services and Supports, on the advice of the Director, Realty Services, with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City owned industrial lands:

a) the proposed by-law as appended to the staff report dated June 12, 2023 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under Section 270(1) of the *Municipal Act, 2001*" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of Land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City owned serviced industrial land as follows:

The current pricing levels of all City owned industrial parks, established effective September 1, 2023, are as follows:

Innovation Park (Phases 1 to 4) and Huron Industrial Park (all phases):

- Lots up to 4.99 acres – price change from \$175,000 per acre to \$225,000 per acre
- 5.00 acres and up – price change from \$165,000 per acre to \$200,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:
- All lot sizes – price change from \$165,000 per acre to \$200,000 per acre

Pricing for serviced industrial land in Innovation Park Phase V
- All lot sizes – price change from \$250,000 to \$300,000.00 per acre

Surcharges are as follows:
Highway 401 Exposure – 15%
Veteran’s Memorial Parkway Exposure – 5%; and,

b) the staff report dated June 12, 2023 entitled “Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land”, BE RECEIVED.

Yeas: (5): S. Lewis, H. McAlister, S. Trosow, D. Ferreira, and Mayor J. Morgan

Absent: (1): S. Stevenson

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

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

That Items 4.1 to 4.3, BE APPROVED.

Yeas: (5): S. Lewis, H. McAlister, S. Trosow, D. Ferreira, and Mayor J. Morgan

Absent: (1): S. Stevenson

Motion Passed (5 to 0)

4.1 Application - Issuance of Proclamation - Terry Fox Week

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

That based on the application dated May 19, 2023 from Terry Fox Run London, September 11-18, 2023 BE PROCLAIMED Terry Fox Week.

Motion Passed

4.2 Application - Issuance of Proclamation - Emancipation Month

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

That based on the application dated June 2, 2023 from W.E.A.N Community Centre, the month of August 2023 BE PROCLAIMED Emancipation Month.

Motion Passed

4.3 (ADDED) Application - Issuance of Proclamation - Pride London Festival (Pride in London)

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

That based on the application dated June 5, 2023 from Pride London Festival, July 13 to 23, 2023 BE PROCLAIMED Pride London Festival (Pride in London).

Motion Passed

2. Consent

2.1 2023-2027 Strategic Advocacy Framework

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

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

a) that the attached, revised, 2023-2027 Strategic Advocacy Framework BE ENDORSED, it being noted that specific notation has been included to specific reference to working with Indigenous organizations and the inclusion of the example of the existing Giwetashkad Indigenous Homelessness Strategy in the Framework document; and,

b) the Civic Administration BE DIRECTED to proceed with implementation of the Strategic Advocacy Framework;

it being noted that specific notation was made by the Committee with respect to advocacy regarding the rent control regime and other actions which would be included in the advocacy outcomes identified in the Report.

Motion Passed

Additional Votes:

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

That part a) of the recommendation BE AMENDED to read as follows:

"a) that the attached, revised, 2023-2027 Strategic Advocacy Framework BE ENDORSED, it being noted that specific notation has been included to specific reference to working with Indigenous organizations and the inclusion of the example of the existing Giwetashkad Indigenous Homelessness Strategy in the Framework document;"

Yeas: (5): S. Lewis, H. McAlister, S. Trosow, D. Ferreira, and Mayor J. Morgan

Absent: (1): S. Stevenson

Motion Passed (5 to 0)

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

That the motion, as amended, BE APPROVED, including the following:

"it being noted that specific notation was made by the Committee with respect to advocacy regarding the rent control regime and other actions which would be included in the advocacy outcomes identified in the Report."

Yeas: (5): S. Lewis, H. McAlister, S. Trosow, D. Ferreira, and Mayor J. Morgan

Absent: (1): S. Stevenson

Motion Passed (5 to 0)

2.3 Declare Surplus - City-Owned Property - 652 Elizabeth Street

Moved by: Mayor J. Morgan

Seconded by: D. Ferreira

That the following actions be taken with respect to a City-owned property municipally known as 652 Elizabeth Street, being Part Lot 11, Concession 1, in the City of London, London Township, being part of PIN 08279-0210, and to be further described in a reference plan to be deposited (the "Subject Property"):

a) the Civic Administration be AUTHORIZED to engage the Department of National Defence (DND) to release a restrictive covenant registered against the property, which limits the available uses with the property and complete any other duties as required by the Civic Administration in relation to the restrictive covenant; and,

b) the declaring surplus the property located at 652 Elizabeth Street and potential associated sale BE DEFERRED to a future meeting the Corporate Services Committee, and upon the completion of part a), above.

Yeas: (5): S. Lewis, H. McAlister, S. Trosow, D. Ferreira, and Mayor J. Morgan

Absent: (1): S. Stevenson

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Councillor Expense Approval Request

Moved by: S. Lewis

Seconded by: H. McAlister

That, notwithstanding current interpretations of the Council Members' Expense Account Policy, the expense request from Councillor S. Lewis for a Canada Day Event advertisement, including contact information, in flyers and an on-stage banner in the amount of \$300.00, BE APPROVED.

Yeas: (4): S. Lewis, H. McAlister, S. Trosow, and D. Ferreira

Absent: (2): S. Stevenson, and Mayor J. Morgan

Motion Passed (4 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: D. Ferreira

Seconded by: H. McAlister

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

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

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

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

A matter pertaining to the proposed or pending lease of building 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 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation.

6.4 Litigation/Potential Litigation/Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the security of the property of the municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 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 or local board.

Yeas: (4): S. Lewis, H. McAlister, S. Trosow, and D. Ferreira

Absent: (2): S. Stevenson, and Mayor J. Morgan

Motion Passed (4 to 0)

The Corporate Services Committee convenes In Closed Session from 1:15 PM to 1:29 PM.

7. Adjournment

Moved by: D. Ferreira

Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:34 PM.

2023-2027

Strategic Advocacy Framework

City of London





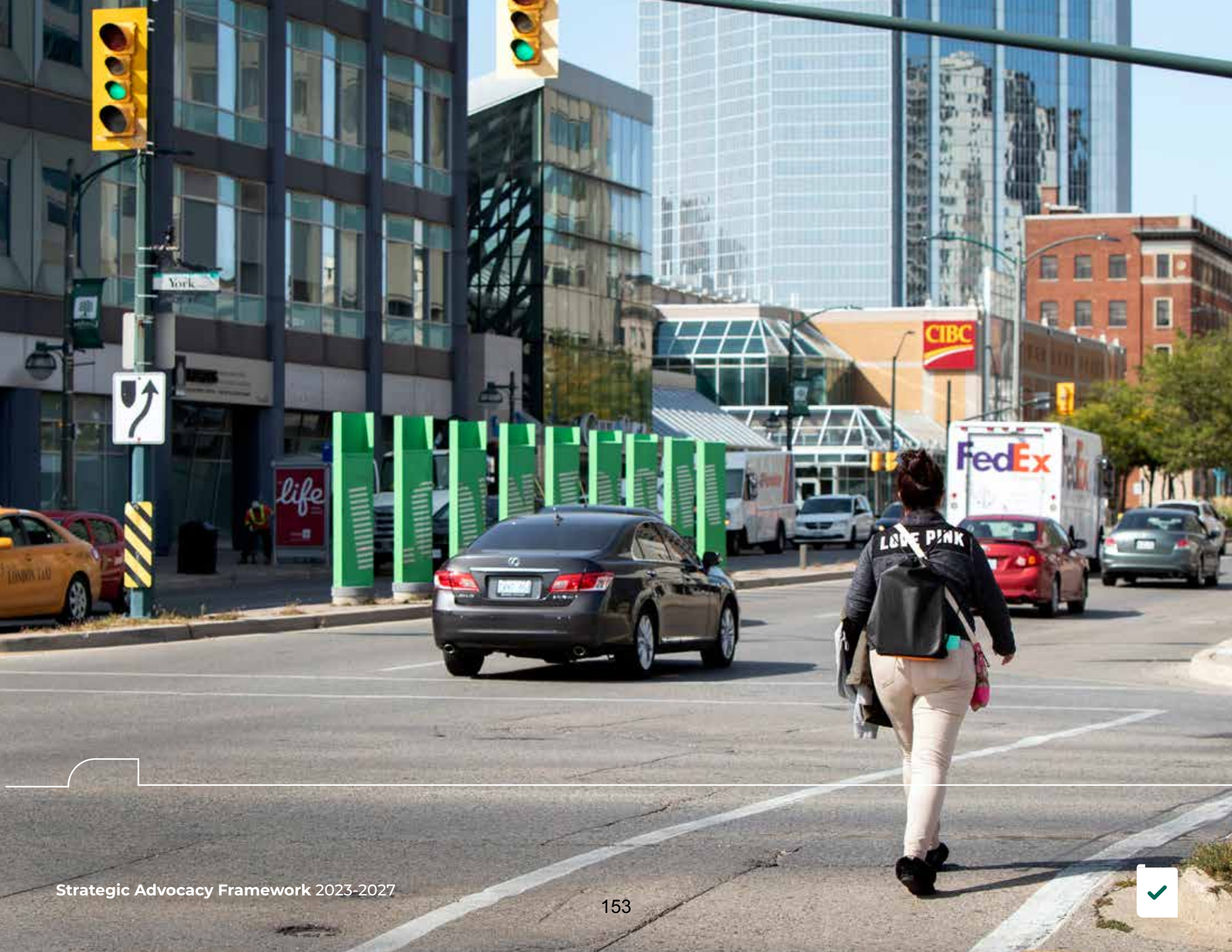


Land Acknowledgement

We acknowledge that the City of London resides on the traditional lands of the Anishinaabeg, Haudenosaunee, Lūnaapéewak and Attawandaron.

We acknowledge all the treaties that are specific to this area: the Two Row Wampum Belt Treaty of the Haudenosaunee Confederacy/Silver Covenant Chain; the Beaver Hunting Grounds of the Haudenosaunee NANFAN Treaty of 1701; the McKee Treaty of 1790, the London Township Treaty of 1796, the Huron Tract Treaty of 1827, with the Anishinaabeg, and the Dish with One Spoon Covenant Wampum of the Anishnaabek and Haudenosaunee.

This land continues to be home to diverse Indigenous people (First Nations, Métis and Inuit) whom we recognize as contemporary stewards of the land and vital contributors to society. As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.





Introduction

The Strategic Advocacy Framework guides the City's strategic advocacy approach, linked directly and intentionally with Council's 2023-2027 Strategic Plan. Based on enduring commitments to transparency, collaboration, and consistency, the Strategic Advocacy Framework is intended to make it easy for community and government partners to work with the City to provide a safe, affordable, welcoming, and healthy future for today and for the next generation.

Intergovernmental advocacy has become an essential role for municipalities, both to support municipal services and to represent broader community interests. Funding from the Provincial and Federal governments accounts for almost a quarter of the City's annual budget, and decisions by other levels of government can have monumental impacts on the social, economic, and environmental health of a community.

Where advocacy generally tends to be reactive, the City's strategic advocacy approach is primarily proactive; identifying key priorities, gathering data, and actively collaborating to identify and implement solutions. The City of London is a regular and active participant in regional, provincial, and national policy conversations, both directly and through work with municipal associations, taking a solutions-focused view and advocating for thoughtful, evidence-informed policy and program decisions at all levels of government.

Building on the City's strategic advocacy approach, through the implementation of the 2023-2027 Strategic Advocacy Framework, ensures that London's needs will continue to be heard – and that made-in-London solutions can help address the toughest community challenges.

Partners In Advocacy

The City of London's strategic advocacy approach recognizes the wide range of partners and partnerships involved in addressing community priorities, as well as the value in a united approach. Put simply, the more voices that come together to support community priorities, the greater the likelihood of a positive result.

This approach has demonstrated success: by bringing community voices together and encouraging two-way conversations with both community and government partners, London has become a leading voice in provincial and national conversations on community needs.

Identifying new partnerships and building existing networks are foundational to this plan. Over the life of the framework, the City of London will continue to develop strong and resilient relationships with decision makers and community partners to identify and deliver on London's advocacy priorities.





Community Partners

Local advocacy involves building stronger relationships with community partners, including residents' associations, local business groups, post-secondary institutions, environmental organizations, emergency services and community leaders.

Examples of local initiatives include: the Health & Homelessness Whole of Community System Response, the London Community Recovery Network, Environmental Action Programs, the Safe Cities Initiative, the Child and Youth Network, community and affordable housing initiatives, public health and education initiatives, and others.



Regional Partners

The City of London is an active member of a wide variety of regional groups and organizational bodies, as well as maintaining active relationships with the County of Middlesex and other municipalities in Southwest Ontario.

In addition to essential service delivery and information sharing functions, these regional relationships support advocacy on issues that affect the entire region. Examples of regional joint advocacy efforts include social and affordable housing, public health, broadband, water management, and regional transportation, to name a few.



Indigenous Peoples

Advancing shared local advocacy priorities involves working alongside urban and local Indigenous communities and Indigenous-led organizations.

In addition to working together to identify opportunities to work on the implementation of the Truth and Reconciliation Commission (TRC) Calls to Action, the City of London advocates alongside Indigenous-led organizations for federal and provincial supports to initiatives such as the Giwetashkad Indigenous Homelessness Strategy.



Provincial and Federal Partners

Council advocates directly to government partners on behalf of the community, maintaining a wide range of important intergovernmental partnerships with provincial and federal government members of parliament, ministers, and public servants on matters of policy and programming.

The City of London also actively contributes to advocacy campaigns coordinated by municipal associations such as the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM) and other bodies such as the Ontario Big City Mayors (OBCM) and the Big City Mayors' Caucus (BCMC).

Strategic Advocacy Priorities

The priorities identified in the Strategic Advocacy Framework are reflected directly from Council's 2023-2027 Strategic Plan. The 2023-2027 Strategic Advocacy Framework highlights seven Outcomes – desired end states – from the Strategic Plan that rely strongly on community and intergovernmental partnerships. These outcomes cover areas of interest to all levels of government, including housing, homelessness, transportation, infrastructure, economic development, and the environment.

Specific advocacy projects will be identified throughout the life of the Framework that respond to these strategic advocacy priorities. Considering the enterprise-wide nature of Council's Strategic Plan, it is likely – and intended – that strategic advocacy projects will help to advance multiple Strategic Plan Outcomes. In that way, the Framework is not restrictive - identifying Strategic Plan Outcomes is intended to help focus advocacy resources and open lines of communication.



2023-2027 Strategic Advocacy Priorities:

- The City of London demonstrates leadership and builds partnerships to **increase quality, affordable, and supportive housing options.**
- London has a robust community system of health, homelessness, housing stability services, policies, procedures, and by-laws in place to **support individuals and families at risk of or experiencing homelessness.**
- Londoners of all identities, abilities and means can move throughout the city **safely and efficiently.**
- London encourages **equitable economic growth and diversification.**
- London is a **destination of choice.**
- London has a **strong and healthy environment.**
- London's infrastructure and systems are built, maintained, and operated to meet the **long-term needs of the community.**



The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.

London is a housing-first community, recognizing that a safe and affordable place to live is foundational to wellness and quality of life. Like many communities, London has seen a dramatic increase in the demand for social and affordable housing; as of April 2023, there were over 6,000 individuals on the community housing waitlist.

The affordability and supply of housing was a top concern expressed by Londoners in the 2022 election. Londoners recognize that investments in social and affordable housing are critical for creating a healthy and vibrant community. Affordable housing provides stability and security for individuals and families, which contributes to better physical and mental health outcomes. It also helps to reduce poverty and inequality, providing a foundation for social and economic growth.

The City of London has a proven track record of innovation and partnership on affordable housing development, and we are committed to working with the private sector, non-profits, and other governments to reach and exceed our housing supply targets. **Continued collaboration on municipal planning and development tools, creative redevelopment, and targeted investments will deliver more housing for Londoners.**



London has a robust community system of health, homelessness, housing stability services, policies, procedures, and by-laws in place to support individuals and families at risk of or experiencing homelessness.

Health and homelessness are interconnected issues with far-reaching community impacts. While the pandemic exacerbated these issues, it also forced a shift in perspectives and approaches that has led to real progress. The London community is united in the pursuit of ending homelessness and ensuring a safe place for every resident to call home.

Homelessness is both a housing and health issue, and public investments in community services are crucial for supporting the well-being of individuals.

London continues to innovate in the development of homelessness models-of-care and community supports, building on nationally-recognized expertise and collaboration. **A whole-of-community approach, supported by all levels of government, is essential to ensuring that all Londoners can be well.**



Londoners of all identities, abilities and means can move throughout the city safely and efficiently.

An efficient and inclusive mobility network is critical for any community, and the City of London has worked closely with provincial and federal governments over the last few years to advance significant transit projects. As one of the fastest growing cities in the country, London's mobility infrastructure must continue to grow and adapt to the evolving needs of our community.

Investing in transportation infrastructure is critical for building a sustainable and prosperous community. Access to efficient, affordable, and reliable mobility options helps to increase economic activity, expand social inclusion, and address the impacts of climate change. It helps to improve the quality of life for residents, enabling and expanding access to housing, employment, education, healthcare, and community.

The City of London's Mobility Master Plan will provide the foundation for the future of connectivity in our community by all modes of travel, including rapid transit, active transportation, intelligent traffic signals, and connected and automated vehicles. Through continued partnership between all levels of government and an eye to evolving technologies and community needs, **London's mobility network will be safe, accessible, and efficient for all residents.**



London encourages equitable economic growth and diversification.

The pandemic brought widespread economic challenges, and economic uncertainty continues to impact affordability for Londoners. While London's overall economy endured better than most communities, recovery has been slower for some sectors – particularly small businesses.

Governments have a key role to play in supporting local economic growth and opportunity. Cooperation and communication, coupled with strategic investments in economic development initiatives, have helped London attract new businesses, create jobs, and diversify the local and regional economy. In addition to providing greater economic activity and higher standards of living, London's economic diversity has made the community more resilient against economic downturns and has helped to ensure that the community can withstand unexpected challenges and changes.

London is the hub of a region ripe with opportunity. Continued partnership between all levels of government and support for businesses and entrepreneurs will help London attract top talent, create new business opportunities, and create a more prosperous future.



London is a destination of choice.

Internationally recognized as a UNESCO City of Music, London is a destination for arts and culture talent. While the pandemic had a significant impact on the tourism and culture sector at a global scale, cross-sector partnerships and targeted supports have put London's culture industries on the road to a dramatic revival. London continues to be a hub for music education and production, with three internationally recognized post-secondary schools teaching over 1,000 music students annually.

Tourism and culture industries are a key part of London's economic and social health and vibrancy, generating hundreds of millions of dollars in economic activity annually while contributing to a more exciting and welcoming community. The City of London has taken an active role in supporting local arts and culture industries, including through the creation of dedicated offices focused on supporting the growth of both music and film.

London has limitless potential as a centre for tourism, arts, and culture. Coordinated efforts, support, and partnerships that include artists, organizations, businesses, and governments will continue London's momentum.



London has a strong and healthy environment.

London is an established leader among Canadian cities when it comes to reducing emissions, adopting green technologies, and preparing for a changing climate delivering an increasing number of extreme weather events. Living in the Forest City, Londoners recognize the critical role the natural environment plays in our community's health and well-being.

Investing in environmental sustainability and climate resilience is essential for ensuring a sustainable future for the community. These investments help to reduce greenhouse gas emissions, mitigate the impacts of climate change, and protect natural resources. They also promote a healthy and livable environment, supporting the well-being and quality of life of all Londoners.

The City of London is committed to a cleaner, more sustainable future. Bringing government, industry, and community partners together to reduce waste and protect the environment will enhance the health and wellbeing of everyone – and everything – that calls London home.



London's infrastructure and systems are built, maintained, and operated to meet the long-term needs of the community.

As a major centre for employment, healthcare, and education, London's municipal infrastructure – including roads and bridges, water systems and transit networks, community centres and parks – is essential not only to Londoners, but to the entire region. As London and the surrounding area continue to experience record growth, investments in London's municipal infrastructure must keep pace.

Government investments in infrastructure are critical for ensuring the long-term sustainability and resilience of a community. Infrastructure investments support economic growth, improve the quality of life for residents, and enhance public safety and security. They also help to ensure that the community can adapt to changing needs and circumstances, providing a foundation for continued social and economic development.

The City of London is focused on adapting and building infrastructure in ways that continues to meet evolving community needs. **With support from other levels of government, we can ensure that local infrastructure continues to support and improve the quality of life for everyone who lives in, and relies on, our city.**



Corporate Services Committee Report

13th Special Meeting of the Corporate Services Committee
June 20, 2023

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

ALSO PRESENT: Councillor J. Pribil, L. Livingstone, S. Corman, D. Escobar, A. Job, M. Schulthess

Remote Attendance: M. Barnes, B. Westlake-Power

The meeting is called to order at 3:00 PM.

1. Disclosures of Pecuniary Interest

None.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

6.1 Personal Matters/Identifiable Individual

Moved by: S. Trosow

Seconded by: D. Ferreira

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

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Yeas: (6): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, D. Ferreira, and Mayor J. Morgan

Motion Passed (6 to 0)

The Corporate Services Committee convenes In Closed Session from 3:02 PM to 3:36 PM.

7. Adjournment

Moved by: S. Stevenson

Seconded by: D. Ferreira

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 3:40 PM.

Community and Protective Services Committee

Report

The 10th Meeting of the Community and Protective Services Committee
June 13, 2023

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

ALSO PRESENT: Councillors S. Franke, A. Hopkins, S. Lewis and S. Trosow; L. Livingstone; D. Baxter, J. Bunn, M. Butlin, C. Cooper, K. Dickins, C. Dooling, D. Escobar, M. Feldberg, O. Katolyk, D. Kramer, P. Ladouceur, C. McCreery, P. McGonigle, R. Morris, K. Pawelec, C. Smith, J. Tansley, J. Taylor, B. Westlake-Power

Remote Attendance: Councillor S. Hillier; E. Bennett, A. Dunbar, R. Hayes, M. Hefferton, M. Hepdtich, E. Ling, N. Musicco, S. Oldham, T. Pollitt, K. Scherr

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

1. Disclosures of Pecuniary Interest

None.

2. Consent

Moved by: E. Pelozza

Seconded by: C. Rahman

That Items 2.1 to 2.3 and 2.5 to 2.10 BE APPROVED.

Yeas: (6): D. Ferreira, E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and Mayor J. Morgan

Motion Passed (6 to 0)

2.1 6th Report of the Animal Welfare Community Advisory Committee

Moved by: E. Pelozza

Seconded by: C. Rahman

That the following actions be taken with respect to the 6th Report of the Animal Welfare Community Advisory Committee, from the meeting held on June 1, 2023:

a) the following actions be taken with respect to the attached report from the Animal Welfare Community Advisory Committee Sub-Committee:

i) the above-noted report BE FORWARDED to the Environmental Stewardship and Action Community Advisory Committee (ESACAC); and,

ii) the ESACAC BE REQUESTED to consider the following actions from the above-noted report:

A) the recommendations;

B) the proposed language for the brochure;

C) the image from the Upper Thames River Conservation Authority signage; and,

D) the example from the Province of Alberta's Don't Let it Loose Campaign;

it being noted that the above-noted report from the Animal Welfare Community Advisory Committee Sub-Committee was received;

b) clauses 1.1, 3.1, 3.2, 5.1, 5.3 and 5.4 BE RECEIVED.

Motion Passed

2.2 London's Newcomer Strategy - Choose London –Innovative, Vibrant and Global

Moved by: E. Pelosa
Seconded by: C. Rahman

That, on the recommendation of the City Manager, the staff report dated June 13, 2023, with respect to London's Newcomer Strategy: Choose London – Innovative, Vibrant and Global, BE RECEIVED. (2023-L08)

Motion Passed

2.3 Completion of Downtown Camera Program and Code of Practice Information Report

Moved by: E. Pelosa
Seconded by: C. Rahman

That, on the recommendation of the City Manager, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Completion of the Downtown Camera Program and Code of Practice Information Report:

- a) the information, as appended to the above-noted staff report, with respect to the Civic Administration's approach for the completion of the Downtown Camera Program, BE RECEIVED; and,
- b) the revised London Downtown Closed-Circuit Television (CCTV) Program Code of Practice, as appended to the above-noted staff report, BE APPROVED. (2023-C08/P15A)

Motion Passed

2.5 Neighbourhood Decision Making Program Fairness and Equity Review

Moved by: E. Pelosa
Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated June 13, 2023, with respect to the Neighbourhood Decision Making Program Fairness and Equity Review, BE RECEIVED. (2023-S12)

Motion Passed

2.6 London Fire Department Single Source Traffic Management System Vehicle Monitoring Units

Moved by: E. Pelosa
Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire

Department Single Source Traffic Management System Vehicle Monitoring Units:

- a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Applied Information Inc. of 510-4411 Suwanee Dam Road, Suwanee, Georgia, 30024, USA for pricing for a single source contract for one (1) year with three (3) option years for the provision of vehicle monitoring units to the London Fire Department;
- b) the approval in a), above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Applied Information Inc. to provide vehicle monitoring units to the London Fire Department; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorizations. (2023-L04)

Motion Passed

2.7 London Fire Department Single Source Request for Fire Apparatus - SS-2023-172

Moved by: E. Pelosa
Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire Department Single Source Request for Fire Apparatus (SS-2023-172):

- a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with City View Specialty Vehicles, 1213 Lorimar Drive, Mississauga, ON, L5S 1M9, for pricing for a single source contract for one (1) year (2023) with four (4) option years (2024-2027) for the provision of Fire Apparatus to the London Fire Department;
- b) the London Fire Department BE AUTHORIZED to procure four (4) Fire Apparatus: 1 Pumper Rescue, 1 Tanker Pumper, 1 Heavy Rescue, and 1 Decontamination Response Vehicle from City View Specialty Vehicles, for \$7,895,136 (excluding HST), including a contingency for currency exchange rate; and,
- c) the funding for this 2023 procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V01)

Motion Passed

2.8 London Fire Department Single Source Request for a Decontamination Pod Report - SS-2023-171

Moved by: E. Pelosa
Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire Department Single Source Request for a Decontamination Pod Report (SS-2023-171):

- a) in accordance with Section 14.4(e) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Advanced Containment Systems Inc, (ACSI) 8720 Lambright Rd., Houston, TX, 77075, for the purchase of one (1) Decontamination Pod;
- b) the London Fire Department BE AUTHORIZED to procure one (1) Decontamination Pod that will replace the current Decontamination Trailer; it being noted that the Decontamination Pod will be procured from Advanced Containment Systems Inc, for \$362,731 CAD (\$251,168 USD at current exchange rate) (excluding HST), including a contingency for currency exchange rate, and with a minimum 50% downpayment at time of order; and,
- c) the funding for this procurement BE APPROVED as set out in the Source of Finance Report, as appended to the above-noted staff report. (2023-V01)

Motion Passed

2.9 Recreation Activity Management System Contract Extension

Moved by: E. Pelosa
 Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated June 13, 2023, BE INTRODUCED at the Municipal Council meeting on June 27, 2023, to:

- a) approve the terms within the original 2018 PerfectMind Agreement, as appended to the above-noted by-law, between PerfectMind Inc. and The Corporation of the City of London for two additional five-year renewal periods;
- b) approve the PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London, substantially in the form appended to the above-noted by-law;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Contract Extension Agreement;
- d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute further amending agreements;
- e) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to undertake all administrative acts that are necessary in regards to the above-noted Contract Extension Agreement. (2023-R06/L04)

Motion Passed

2.10 2019-2023 Multi-Sector Service Accountability Agreement - Dearness Home Adult Day Program and Ontario Health West - Declaration of Compliance – April 1, 2022 – March 31, 2023

Moved by: E. Pelosa
 Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Social and Health Development, the Deputy City Manager, Social and Health

Development BE AUTHORIZED to execute the Declaration of Compliance with respect to compliance with the terms of the 2019-2023 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and Ontario Health West for the reporting period of April 1, 2022 to March 31, 2023, as appended to the staff report dated June 13, 2023. (2023-S03)

Motion Passed

2.4 Delegation of Authority for Municipal Contribution Agreements for Affordable Housing

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the following action be taken with respect to the staff report, dated June 13, 2023, related to the Delegation of Authority for Municipal Contribution Agreements for Affordable Housing:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting on June 27, 2023, to:
 - i) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an agreement of assignment and assumption related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London;
 - ii) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an amending agreement related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to approve a rent increase for operations in financial difficulty; it being noted that no rent for affordable units in a building to which a Contribution Agreement between an affordable housing provider and The Corporation of the City of London applies shall exceed 80% of Average Market Rent or Median Market Rent for a rental unit, by unit type, as determined by the Canada Mortgage Housing Corporation;
 - iii) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an amendment to the Contribution Agreement to provide for additional permitted encumbrances, to consent to postponements of the City's security under a Contribution Agreement and to approve and execute priority, standstill and subordination agreements satisfactory to the City Solicitor's Office;
 - iv) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to add requirements related to the affordable housing units, to add further affordable housing units, to address approved changes to the development schedule, project information form or increases to the equity contribution made by the affordable housing provider;
 - v) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to attaching or detaching a property from/to the Contribution Agreement as long as it is not in the detriment or loss of the total number of affordable units;
- b) the Civic Administration BE DIRECTED to report, semi-annually, outlining the actions taken by the Deputy City Manager, Planning and Economic Development, under the delegations under the by-law along with an update on equity retention discussion; it being noted that this report will be included as an appendix to the semi-annual Roadmap 3000 update;

it being noted that the communication, as appended to the Added Agenda, and the verbal delegation, from G. Playford, Devonshire Consulting, with respect to this matter, were received. (2023-S11)

Motion Passed

Additional Votes:

Moved by: S. Stevenson
Seconded by: E. Pelozza

Motion to approve the delegation request, as appended to the Added Agenda, from G. Playford, with respect to this matter, to be heard at this time.

Yeas: (6): D. Ferreira, E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: E. Pelozza
Seconded by: J. Pribil

Motion to approve part a) of the clause.

Yeas: (6): D. Ferreira, E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: S. Stevenson
Seconded by: J. Pribil

Motion to approve part b) of the clause.

Yeas: (6): D. Ferreira, E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and Mayor J. Morgan

Motion Passed (6 to 0)

3. Scheduled Items

3.1 Housekeeping Amendments - Administrative Monetary Penalty Systems and Business Licensing By-law

Moved by: E. Pelozza
Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated June 13, 2023, related to Housekeeping Amendments to the Administrative Monetary Penalty Systems and Business Licensing By-law:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to repeal and replace Schedules “A-2” through to “A-22” and “A-26” through to “A-27”;

b) the revised proposed by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. L.-131-16, being “A by-law to provide for the Licensing and Regulation of Various Businesses” in order to update processes and definitions, clean up grammar throughout, save and except for amendments to remove the Adult Entertainment Body Rub Parlour location at 609 Clarke Road (formerly operating as Sweet City) for which a public participation meeting be held in the future to provide for public comments for the removal of this location from the by-law; and,

c) the Civic Administration BE DIRECTED to provide a Draft Terms of Reference in the fall of 2023 related to a thorough review of the Business Licensing By-law, which will outline the detail of public outreach and participation to occur throughout 2024. (2023-C01A)

Yeas: (6): D. Ferreira, E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and Mayor J. Morgan

Motion Passed (6 to 0)

4. Items for Direction

4.1 Occupant Noise Enforcement - Partnered Pilot Project Update

Moved by: E. Pelozza

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated June 13, 2023, related to the Occupant Noise Enforcement Partnered Pilot Project:

a) the above-noted staff report BE RECEIVED;

b) the Civic Administration BE DIRECTED to continue the partnered Occupant Noise Enforcement program; and,

c) the Civic Administration BE DIRECTED to bring forward as part of a multi-year budget, a business case that provides funding to continue and improve the intake of the partnered Occupant Noise Enforcement program or other service improvements. (2023-P01)

Yeas: (6): D. Ferreira, E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and Mayor J. Morgan

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Stevenson

Seconded by: C. Rahman

Motion to amend part c) of the staff recommendation to read:

c) the Civic Administration BE DIRECTED to bring forward as part of a multi-year budget a business case that provides funding to continue and improve the intake of the partnered Occupant Noise Enforcement program or other service improvements.

Yeas: (6): D. Ferreira, E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and Mayor J. Morgan

Motion Passed (6 to 0)

4.2 Fireworks By-Law Options Report

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated June 13, 2023, related to Fireworks By-law Options:

- a) the Civic administration BE DIRECTED to hold a public participation meeting at a future of the Community and Protective Services Committee (CPSC) in order to receive comments on proposed changes to the Fireworks By-law PW-11; it being noted that additional direction to the Civic Administration will be provided, following the consideration of comments and submissions at the public participation meeting;
- b) the Civic Administration BE DIRECTED to report back at a future meeting of the CPSC summarizing public comments including the submission of a draft by-law amendment; and,
- c) the requests for delegation, as appended to the Agenda and the Added Agenda, from V.R. Anber and A. Kanji BE DEFERRED to the above-noted future public participation meeting with respect to this matter;

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

- V.R. Anber;
- A. Kanji;
- M. Luce;
- Brandy;
- D. Ronson and B. Amendola; and,
- J. Morton and A. Haase. (2023-P01)

Motion Passed

Additional Votes:

Moved by: C. Rahman

Seconded by: S. Stevenson

Motion to approve parts a) and b) of the clause.

Yeas: (6): D. Ferreira, E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: E. Pelozza

Seconded by: J. Pribil

Motion to approve part c) of the clause.

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

Nays: (1): D. Ferreira

Motion Passed (5 to 1)

4.3 Encampment Response Update

Moved by: C. Rahman

Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated June 13, 2023, related to the Encampment Response Update:

- a) the funding allocation, from the Social Services Reserve Fund, for the total municipal allocation amount of up to \$255,000.00 BE APPROVED to support a portion of the costs of the Phase 1 Encampment Response on a temporary basis as outlined in the above-noted report;
- b) a one-time contract amendment of existing agreements, in the total estimated cost of \$100,000, BE AUTHORIZED and BE APPROVED to support London Cares and Canadian Mental Health Association (CMHA);
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation amending a Purchase of Service Agreement, and;
- e) the Deputy City Manager, Social and Health Development, or written designate, BE DELEGATED authority to take all necessary action to implement Phase 1 of the Encampment Response. (2023-F11A)

Yeas: (4): D. Ferreira, J. Pribil, C. Rahman, and Mayor J. Morgan

Nays: (1): S. Stevenson

Absent: (1): E. Pelosa

Motion Passed (4 to 1)

4.4 (ADDED) Councillor J. Pribil - Winter Response Program

Moved by: J. Pribil

Seconded by: S. Stevenson

That the Civic Administration BE DIRECTED to include a year over year comparison, for the past three years (2020-2021, 2021-2022, 2022-2023), on the number of bed days available/occupied, number of bed nights available/occupied, number of hours service bed facility, number of hours service non-bed facility and total expenses, with the Winter Response Program Outcome Report at the August meeting of the Community and Protective Services Committee. (2023-C04)

Yeas: (4): D. Ferreira, S. Stevenson, J. Pribil, and C. Rahman

Nays: (1): Mayor J. Morgan

Absent: (1): E. Pelosa

Motion Passed (4 to 1)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: C. Rahman

Seconded by: S. Stevenson

That the Deferred Matters List for the Community and Protective Services Committee, as at May 16, 2023, BE RECEIVED.

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

Absent: (1): E. Pelozza

Motion Passed (5 to 0)

6. Confidential

Moved by: C. Rahman

Seconded by: S. Stevenson

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

6.1 Litigation/Potential Litigation

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

6.2 Solicitor-Client Privilege/Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees or the Corporation 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 or local board.

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

Absent: (1): E. Pelozza

Motion Passed (5 to 0)

The Community and Protective Services Committee convened In Closed Session from 8:03 PM to 9:15 PM.

7. Adjournment

The meeting adjourned at 9:18 PM.

Report from Sub-Committee to AWCAC Meeting June 1, 2023

Comments on Proposed Goldfish Brochure

Background

At the April AWCAC meeting, a draft brochure titled “Protecting our waterways” was discussed. The brochure was prepared by the City’s Ecological Community Advisory Committee and submitted to AWCAC for comments. AWCAC members made some editorial comments and raised two issues. The editorial comments were:

1. The title “Protecting our waterways” does not indicate that the information is about goldfish.
2. The sign in the photo is too small to read.
3. The photo of the goldfish needs some text to explain that these fish can grow very large. A reader might assume they are different types of fish.
4. Include stormwater ponds as a place where infestations currently occur. These ponds are near homes and are an attractive place to release a pet fish because the kids can “visit” their fish. Goldfish are routinely captured and killed when these ponds are drained for maintenance or cleaning.
5. The three references to fish as “it” should be deleted because fish are not inanimate objects. Using plurals allows “it” to be changed to “them”.

The two issues discussed by AWCAC members focused on whether the brochure should include a list of alternative fish to purchase instead of goldfish, and a proposal by a member of the Ecological Community Advisory Committee to include information about euthanizing unwanted goldfish. These issues were referred to the AWCAC Sub-Committee. Brendan Samuels, Chair of the Ecological Community Advisory Committee, attended the May AWCAC meeting as a delegation to discuss these issues.

Recommendation

The AWCAC Sub-Committee has two recommendations:

- Delete the suggestion to purchase other types of fish.

Like goldfish, these other species should not be released into waterways as they also cause problems and will likely die.

The suggestion to purchase African Dwarf Frogs is particularly troublesome as they are often sold in inhumanely small plastic containers inaccurately described as “biospheres” or “frogospheres”.

Instead of suggesting alternative species to buy, more information about the lifespan of a goldfish and the difficulty of re-homing should be included to encourage people to think about the consequences of acquiring a fish as a pet.

- Omit information on euthanasia.

The AWCAC Sub-Committee looked at materials used in other jurisdictions and is including those used in Alberta as a good example because they are informative and easy to read.

The AWCAC Sub-Committee feels strongly that it is beyond the role and scope of advisory committees to recommend euthanizing an unwanted pet. Further, advising someone on how to “humanely” euthanize a pet is fraught with problems if performed by pet owners. It may result in unintended suffering for the animal, is considered cruel, and must be performed by trained veterinarians.

Rather, we recommend a preventative approach such as highlighting the consequences of acquiring goldfish. Information on how to re-home them if necessary and other considerations that should be given careful thought before purchasing a goldfish should be included in the brochure.

Proposed Language for Brochure

Is a Goldfish the Right Pet for You?

Goldfish might seem like inexpensive, easy to keep, and fun starter pets for kids. But they are not for everyone.

- A goldfish is not a temporary pet. They need proper care for their entire lifespan of five, ten or even more years.
- A bowl is not an appropriate container. It costs money to set up an aquarium and buy essential equipment like a gravel vacuum, filter, heater and air pump, all of which run on electricity.
- Caring for goldfish is more than just feeding. You must regularly clean the aquarium and test the water chemistry. Sick goldfish need special care.
- Aquariums are not portable. Someone will have to come to your house to take care of your goldfish while you are away.
- It may be difficult to find a new home for your goldfish if you cannot care for them. Goldfish should never be flushed or released in a pond or waterway. Killing a pet for convenience is never right.

Signage

Upper Thames River Conservation Authority and the City of London have posted signs saying do not release goldfish. This was posted at Sifton Bog:



Alberta's "Don't Let It Loose" Campaign

In 2015, in response to large numbers of goldfish in stormwater ponds, Alberta Environment and Parks (AEP) launched a "Don't Let It Loose" campaign. Educational materials included a poster and leaflets on several species. A screen capture of the poster, general brochure, and specific brochure about goldfish are included in this report for reference. In addition to a catchy slogan (we would prefer "Don't Let Them Loose"), they have interesting graphics and a fair amount of information. There is no mention of alternative species to buy or euthanasia.



DON'T LET IT LOOSE

Never release aquarium or domestic pond water, plants, dead or live animals into waterbodies. Common aquarium and pond plants and animals can become invasive when released in the wild, potentially causing both ecologic and economic harm.

FOR MORE INFORMATION ON INVASIVE SPECIES, CALL:
1-855-336-BOAT (2628)





Never release aquarium or domestic pond water, plants, dead or live animals into waterbodies. Common aquarium and pond plants and animals can become invasive when released in the wild, altering habitat, increasing competition for limited resources and spreading disease to native species.

- Releasing fish or other aquatic species is illegal and can result in large fines, or even jail time!
- Goldfish populations have been found throughout Alberta. They are surviving the winter, altering water quality, and reproducing rapidly.
- Pour unwanted aquarium water over dry land and freeze aquarium plants before throwing them in the garbage.
- Unwanted pets can be disposed of humanely by returning them to pet stores, donating to schools or community organizations or given away.
- Make sure to bury your fish after it passes away – flushing it down the toilet can lead to the spread of unwanted diseases.

FOR MORE INFORMATION OR TO REPORT INVASIVE SPECIES, CALL:

1-855-336-BOAT (2628)

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Alberta
Government

GOLDFISH

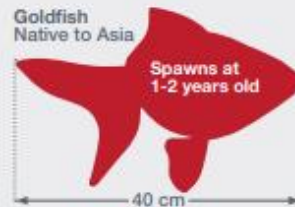
(CARASSIUS AURATUS)



Bull Trout
Native to Alberta



Goldfish
Native to Asia



100+ LOCATIONS
across Alberta where goldfish
have been **illegally dumped**

45,000

Number of goldfish removed
in 2017 from storm water
ponds in St. Albert

Goldfish in the wild:

- ↑ increase water cloudiness, blocking light
- ↑ increase the growth rate of blue-green algae
- ↓ reduce native plants that produce oxygen
- ☠ carry exotic diseases and parasites

Average number of eggs
laid by a single female
in a spawning period



- What to do with unwanted goldfish?**
- Donate to a friend or school
 - Return them to the pet store



Don't flush your fish!
Goldfish carry diseases
that could harm native fish
Bury them instead



**DON'T
LET IT
LOOSE**

Help us protect Alberta's
waters by never releasing
aquarium water, plants and
animals into the environment.

Alberta

Community and Protective Services Committee

Report

11th Special Meeting of the Community and Protective Services Committee
June 22, 2023

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

ABSENT: Mayor J. Morgan

ALSO PRESENT: J. Bunn, M. Dellamora, D. Escobar, T. Fowler, K. Pawelec and C. Smith

Remote Attendance: S. Corman, Vanetia R. and B. Westlake-Power

The meeting was called to order at 12:00 PM; it being noted that Councillors C. Rahman and S. Stevenson were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Building Safer Communities Fund (BSCF) Multi-Year Contribution Agreement

Moved by: D. Ferreira

Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed By-law, as appended to the staff report dated June 22, 2023, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:

a) repeal Schedule "A" to By-law No. A.-8328-35, being "a by-law to approve and authorize the execution of the amended Building Safer Communities Fund (BSCF) Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London" and replace with the new Schedule "A", as appended to the above-noted by-law;

b) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Building Safer Communities Fund (BSCF) Contribution Agreement;

c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute any future amendments to the above-noted Building Safer Communities Fund (BCFS) Contribution Agreement; and,

d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to undertake all the

administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement. (2023-P03)

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

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 12:12 PM.

Audit Committee Report

2nd Meeting of the Audit Committee
June 14, 2023

PRESENT: Deputy Mayor S. Lewis (Chair), P. Cuddy, S. Stevenson, J. Pribil, I. Cheema

ALSO PRESENT: L. Livingstone, A. Barbon, M. Barnes, M. Butlin, I. Collins, S. Corman, K. denBok (KPMG), D. Escobar, M. Goldrup, M. Redden (KPMG), M. Shears, S. Swance

Remote Attendance: Councillor S. Trosow; F. Callocchia (MNP), D. Jaswal (MNP), R. Khairi (MNP), J. Pastorius (OEVBIA), K. Pawelec, O. Qureshi (MNP), C. Smith, B. Westlake-Power

The meeting is called to order at 12:00 PM; it being noted that I. Cheema was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 2022 Financial Audit

Moved by: S. Stevenson

Seconded by: P. Cuddy

That, the following actions be taken with respect to the 2022 Financial Audit:

a) the 2022 Financial Report of The Corporation of the City of London BE RECEIVED; it being noted that the Audit Committee received a presentation from the Director, Financial Services with respect to this matter; and,

b) the Audit Findings Report as prepared by KPMG for the year ending December 31, 2022, BE RECEIVED; it being noted that the Audit Committee received a presentation from KPMG with respect to this matter.

Motion Passed

4.2 2021 Old East Village Business Improvement Area Board of Management Audited Financial Statements

Moved by: P. Cuddy

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Finance Supports, the report along with Appendix 'A', as appended to the staff report dated June 14, 2023, entitled Financial Statements of Old East

Village Business Improvement Area Board of Management for the year ending December 31, 2021, BE RECEIVED for information.

Motion Passed

4.3 Briefing Note From Internal Auditor - MNP

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

That the communication from MNP, with respect to the briefing note from the internal auditor, BE RECEIVED.

Motion Passed

4.4 Internal Audit Follow Up Activities Dashboard - MNP

Moved by: S. Stevenson
Seconded by: J. Pribil

That the communication from MNP, with respect to the internal audit follow up activities update dashboard, BE RECEIVED.

Motion Passed

4.5 Recruitment and Selection Audit - Final Report - MNP

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

That the communication dated June 2, 2023 from MNP, entitled Recruitment and Selection Audit - Final Report, BE RECEIVED.

Motion Passed

4.6 PS 3280 - Asset Retirement Obligations (ARO) Audit - MNP

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

That the communication dated June 1, 2023 from MNP, entitled PS 3280 - Asset Retirement Obligations (ARO) Audit, Final Report, BE RECEIVED.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:08 PM.

Bill No. 185
2023

By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 27th day of June,
2023.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Land Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Bill No. 186
2023

By-law No. A.-6151()-__

A by-law to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the *Municipal Act, 2001*” by deleting and replacing Attachment “B” to Schedule “A” – Sale and other Disposition of land Policy of the By-law to amend the current pricing for all City owned industrial parks.

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

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

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

1. Attachment “B” to Schedule “A” of By-law No. A.-6151-17, as amended, is hereby deleted and replaced with a new attached Attachment “B” to Appendix “A”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

ATTACHMENT "B"

The current pricing levels of all City owned industrial parks be established effective September 1, 2023, as follows:

Innovation Park (Phases 1 to 4) and Huron Industrial Park (all phases):

- Lots up to 4.99 acres - \$225,000 per acre
- 5.00 acres and up - \$200,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park will be:

- All lot sizes - \$200,000 per acre

Pricing for serviced industrial land in Innovation Park Phase V:

- All lot sizes – \$300,000 per acre;

Surcharges are as follows:

- Highway 401 Exposure – 15%;
- Veteran's Memorial Parkway Exposure – 5%; and

The cost of service connections from the main services to the property line is the responsibility of the purchaser. Industrial lots are sold on a where is, as is basis, with grading, stripping and removal of excess topsoil being the purchaser's responsibility and cost. The City will strive to provide grading of the municipal industrial parks on a level-graded basis. Site specific final grading is the responsibility of a purchaser. In the event an industrial lot has frontages on both Highway 401 and Veteran's Memorial Parkway, the Highway 401 Exposure surcharge of 15% shall apply.

The cost of service connections from the main services to the property line being the responsibility of the purchaser.

Industrial lots are sold on a where is, as is basis, with grading, stripping and removal of excess topsoil being the purchaser's responsibility and cost. The City will strive to provide grading of the municipal industrial parks on a level-graded basis. Site specific final grading is the responsibility of the purchaser.

Bill No. 187
2023

By-law No. A.-____-____

A by-law to authorize the negotiation of a site access Agreement between The Corporation of the City of London and Pall Water and to authorize the Mayor and City Clerk to execute the Agreement when finalized.

WHEREAS subsection 5(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the power of a municipality shall be exercised by its council;

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: accountability and transparency of the municipality and its operations; economic, social and environmental well-being of the municipality; and financial management of the municipality;

AND WHEREAS it is considered acceptable that Civic Administration negotiate terms for research activities on City property;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute such duly negotiated Agreement on behalf of the City;

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

1. Civic Administration are authorized to negotiate the terms of a site access agreement with Pall Water for the purposes of establishing a research test facility at Vauxhall Wastewater Treatment Plant.
2. The Mayor and City Clerk are authorized to execute the Agreement negotiated and approved by Civic Administration under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Bill No. 188
2023

By-Law No. A.- ____ - ____ -

A by-law to authorize the Deputy City Manager, Planning and Economic Development to approve and execute certain agreements related to Contribution Agreements between affordable housing providers and The Corporation of the City of London.

AND WHEREAS section 23.1 of the *Municipal Act, 2001* expanded the right of authority for City Council to delegate some of its powers and duties to a person or body;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental wellbeing of the City including respecting climate change, and the health, safety and well-being of persons;

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

AND WHEREAS City is responsible for the delivery and administration of affordable housing initiatives;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS any delegation of a power or duty shall be in accordance with the *Municipal Act, 2001*, S.O. 2001 c.25 and any other applicable legislation;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts:

1. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute an agreement of assignment and assumption related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London.

2. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute an amending agreement related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to approve a rent increase for operations in financial difficulty. No rent for affordable units in a building to which a Contribution Agreement between an affordable housing provider and The Corporation of the City of London applies shall exceed 80% of Average Market Rent or Median Market Rent for a rental unit, by unit type as determined by the Canada Mortgage Housing Corporation.

3. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute an amendment to the Contribution Agreement to provide for additional permitted encumbrances, to consent to postponements of the City's security under a Contribution Agreement and to approve and execute priority, standstill and subordination agreements satisfactory to the City Solicitor's Office.

4. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to add

requirements related to the affordable housing units, to add further affordable housing units, to address approved changes to the development schedule, project information form or increases to the equity contribution made by the affordable housing provider.

5. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to attaching or detaching a property from/to the Contribution Agreement as long is not in the detriment or loss of the total number of affordable units.

6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Bill No. 189
2023

By-law No.

A by-law to approve and authorize the execution of the PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London.

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* 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 economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1. The terms within the original 2018 PerfectMind Agreement between PerfectMind Inc. and The Corporation of the City of London are approved for two additional five-year renewal periods, attached as Schedule “A”.
2. The PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London, substantially in the form attached as Schedule “B” to this by-law, is hereby authorized and approved.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated authority to execute the Contract Extension Agreement.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authority to execute further amending agreements.
5. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authority to undertake all administrative acts that are necessary in regards to the Contract Extension Agreement.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Schedule A:

**MASTER AGREEMENT FOR CLOUD-BASED SERVICES
2018 PERFECT MIND AGREEMENT**

MASTER AGREEMENT FOR CLOUD-BASED SERVICES

THIS AGREEMENT made as of April 4, 2018 (“Effective Date”).

BETWEEN:

The Corporation of the City of London (“City”)
300 Dufferin Avenue
London, Ontario N6A 4L9
Telephone: 519-661-2489

Initial Contact: **Scott Oldham**
Telephone: 519-661-2489 x2737
Email: soldham@london.ca

AND

PerfectMind Inc. (“Vendor”)
2nd Floor, 4333 Still Creek Drive
Burnaby, BC V5C 6S6
Telephone: 1-877-737-8030

Initial Contact: **Ali Sanei**
Telephone: 1-877-737-8030 X 6314
Email: ali.sanei@perfectmind.com

1. STRUCTURE

1.1 Background.

- (a) On July 19, 2016, the City of Brampton, Ontario issued the following request for proposals: RFP2016-004 – Replacement of Existing Recreation Software System, for a Five Year Period for the City of Brampton. Included with the response of the aforementioned RFP was an agreement that additional cities may join a buying group for the benefit of the members and the City of London has agreed to join.
- (b) Vendor is engaged in the business of providing cloud-based services including the Services (as defined below) and represents that it has the skill, knowledge and resources to provide the Services and, if applicable, any related Goods (as defined below).

1.2 Structure. “Master Agreement” means the sections and schedules of this Master Agreement for Cloud-based Services (as amended from time to time), but “Master Agreement” does not include any Statements of Work. “Statement of Work” or “SOW” means any written agreement (as amended from time to time) made between the City and Vendor that expressly states that it is a Statement of Work made pursuant to this Master Agreement. “Agreement” means this Master Agreement and any Statements of Work made pursuant to it.

- 1.3 Entering into SOWs.** From time to time, the City and Vendor may enter into a SOW governed by this Master Agreement, but the City is not obligated to do so.
- 1.4 Precedence.** In the event of any inconsistency between the terms and conditions of this Master Agreement and the terms and conditions of any SOW, the terms and conditions of this Master Agreement will prevail except in relation to a provision of the SOW that specifically identifies a conflicting provision of the Master Agreement and states that the conflicting provision of the Master Agreement does not prevail. In the case of any conflict or inconsistency between any of the following documents, the documents will be interpreted in accordance with the order of priority set out below: (i) a provision of the SOW that specifically identifies a conflicting provision of the Master Agreement and states that the conflicting provision of the Master Agreement does not prevail; (ii) the main body of the Master Agreement; (iii) Schedule A, Schedule B, Schedule C and Schedule D; (iv) any SOW; (v) the RFP; and (vi) the Proposal.

2. SERVICES

- 2.1 Non-exclusive.** Nothing in the Agreement will prevent the City from contracting with any other Person to acquire any goods or services that are identical or similar to any goods or services that may be provided by Vendor under this Agreement. "Person", if the context allows, includes any individual, person, estate, trust, firm, partnership or corporation, government or any agency or ministry of any government, and includes any successor to any of them.
- 2.2 Services.** Vendor agrees to provide the services described as being provided by Vendor in this Master Agreement or any SOW (the "Services") in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Subcontracting.** Vendor may not subcontract the performance of all or part of the Services without the prior written consent of the City. If Vendor subcontracts a portion of the Services, Vendor is responsible for the acts and omissions of its subcontractors, as if they were its own acts and omissions. Vendor will be solely responsible for all payments to all of its Representatives including but not limited its subcontractors. The Vendor advises it has subcontracted certain hosting services, to Amazon Web Services, Inc. (Hosting Service Provider). The Vendor agrees and undertakes to provide not less than sixty (60) days advance written notice to the City of a proposed change in the Hosting Service Provider for which the City's prior written consent shall be required. This consent shall be subject to any time required for the City to conduct the requisite due diligence with regard to the proposed Hosting Service Provider but such consent will not be unreasonably withheld or delayed. In no event shall the Vendor request change the Hosting Service Provider unless the Vendor, acting reasonably, experiences unacceptable service degradation by the Hosting Service Provider. Should the City refuse to consent to the new Hosting Services Provider, the City may immediately terminate this Agreement without cost or penalty and with no further responsibility to the Vendor.
- 2.4 Passwords.** Vendor will or will authorize a Representative of the City to promptly issue a password for each cloud-based Service to each User for whom the City requests a password. "User" means any individual authorized by the City to use all or part of any Service. Vendor acknowledges that role-based authorizations may be required for Users. Vendor further acknowledges that if any Service is being used by the City to

support interaction between the City and those resident in or doing business within the City's boundaries, such interactions may result in third party use of the Services.

- 2.5 Review.** Any cloud-based Service to be provided by Vendor will be subject to review by the City to confirm that the Service: (i) complies with any specifications set out in this Master Agreement, the applicable SOW or otherwise agreed to in writing by the City and Vendor; and (ii) is otherwise in compliance with the Agreement. If the review is successful, the City will approve the cloud-based Service in a written document signed by the individual noted as the "Sponsor" in the applicable SOW or his or her delegate. Otherwise, the City will advise Vendor of any deficiencies in writing. The City will have thirty (30) days from the date on which the Service is made available to the City for review to complete its review. Vendor will use all commercially reasonable efforts to remedy any such deficiencies (at its sole expense) within thirty (30) days (or such longer period, with written confirmation from the City, as may reasonably be required for remedying the deficiencies). For the avoidance of doubt, the foregoing remediation period is applicable to the post "go-live" period. A deficiency is described as any non-compliance of the specifications as set out in this agreement, the Statement of Work or description of features in this agreement.
- 2.6 Service Levels.** "Service Level Metric" means a service level metric applicable to any Service as set out in the SOW pursuant to which that Service is provided. When providing Services pursuant to any SOW, Vendor will provide the Services so as to:(i) meet or exceed all Service Level Metrics set out in the SOW; and (ii) promptly remedy any failure to do so.
- 2.7 Personnel.** Vendor will ensure that its Representatives assigned to provide any Services are qualified to do so. The City will, upon request, be entitled to review and, acting reasonably, approve the qualifications of any Representatives that Vendor proposes to assign or has assigned to perform any Service.
- 2.8 Replacing Personnel.** If the City provides the Vendor with thirty (30) days prior written notice that the City is dissatisfied with the performance of any Representative of Vendor assigned to provide any Service, Vendor will take all necessary steps to remedy the problem, but if the problem persists or if requested by the City, Vendor will promptly replace the Representative with a Representative who possesses equivalent or greater qualifications and experience to perform the affected Services, and do so at no additional incremental cost to the City.
- 2.9 Key Personnel.** If a Representative of Vendor is listed in this Agreement as performing an identifiable role or task, Vendor may not replace the Representative without the prior written consent of City, unless the Representative (i) is no longer employed by Vendor; (ii) is taking maternity or parental leave; (iii) is taking an extended medical leave; (iv) is on reservist leave.
- 2.10 Facilities.** Any facilities or equipment that the City is to furnish to Vendor to use to provide any Services (for example, workspaces, telephones and computers) will be identified in the SOW applicable to the Services, and Vendor will use such facilities and equipment solely to provide the Services.
- 2.11 Other Contracts.** Vendor will ensure that none of its agreements with its subcontractors contain any provisions that would prevent any subcontractor from contracting directly with the City for the supply of any products or services after expiration or termination of this Agreement or for the supply of any products or services (including for greater

certainty the Goods or Services to be provided hereunder) at any time during the Initial Term (including any Renewal Term(s)).

2.12 Most Favoured Customer. The terms and conditions set out herein are not any less favourable than the terms and conditions offered to any Vendor customer with substantially similar usage/profile. Upon request by the City, and no more than once per year, the Vendor will provide confirmation of the foregoing (by way of written communication from a senior officer of the Vendor corporation). In the event that the Vendor confirms that the terms and conditions set out herein are less favorable than those provided to any Vendor customer with substantially similar usage/profile, the terms and conditions set out hereunder shall be revised accordingly. In this section 2.12, "substantially similar usage /profile" means substantial similarity in the number and size of facilities operated, revenue from the facilities, volume of the transactions processed, number and types of users of the Services (e.g. front desk, administration, fulltime/part-time instructor users), usage of features and functionalities within the Services, and being part of a similar size group of customers who negotiated and entered into agreements with Vendor together.

2.13 Oversight and Review. Vendor will oversee and review the performance of any Services by its Representatives to verify that the Services are being provided in a manner consistent with this Agreement and industry standard practices. Vendor will provide a detailed description of the oversight and review process to the City upon request.

3. GOODS

3.1 Goods. "Goods" means any item (tangible or intangible) that Vendor is required to provide to the City under this Master Agreement or any SOW. Vendor agrees to provide to the City the Goods described as being provided pursuant to this Master Agreement or any SOW. All Goods will be new, not used or refurbished, unless the SOW pursuant to which they are being provided clearly states otherwise. Any applicable shipping costs will be at Vendor's expense. All goods as are necessary and are customarily furnished by persons providing goods or services of a similar nature to the Goods and Services described in any SOW or may reasonably be inferred to be included will also be included and provided pursuant to that SOW.

3.2 Documentation. "Documentation" means all documents (regardless of how embodied) that are related to or that are reasonably required to enable the City to use or to obtain the benefit of any Goods or Services and includes without limitation all reports. Documentation to be used in conjunction with any other Good will be provided to the City by Vendor at the same time as the other Good.

3.3 Review. Any Good to be provided by Vendor will be subject to review by the City to confirm that the Good: (i) complies with any specifications set out in the applicable SOW or otherwise agreed to in writing by the City and Vendor; and (ii) is otherwise in compliance with the Agreement. If the Good does, the City will approve the Good in a written document signed by the individual noted as the "Executive Sponsor" in the applicable SOW or his or her delegate. Otherwise, the City will advise Vendor of any deficiencies in writing. The City will have 30 days from the date on which the Good is provided to the City for review to complete its review. Vendor will use all commercially

reasonable effort to remedy any such deficiencies within seven days (or such longer period as may reasonably be required for remedying the deficiencies).

4. ADMINISTRATION

- 4.1 Days and Hours.** "Business Day" means Monday to Friday inclusive, other than a day that is observed as a statutory holiday in the Province of Ontario. "Business Hours" means between 8:00 a.m. and 5:00 p.m. (local time in Ontario) on a Business Day.
- 4.2 Contacts.** Each party will appoint one of its individual Representatives to be its "Contact". A party may change its Contact by giving five days written notice to the other party. A party's Contact is responsible for the day-to-day matters arising from or relating to the Goods and Services.
- 4.3 Sponsors.** Each party will appoint one of its individual Representatives to be its "Sponsor". A party may change its Sponsor by giving five days written notice to the other party.
- 4.4 Representatives.** "Representatives" means, in the case of the City, Vendor or any other Person, any directors, officers, employees, agents, consultants or subcontractors, as well as the subcontractor's directors, officers, employees, agents, consultants or subcontractors and in the case of the City only, its elected officials.
- 4.5 Status Reports.** Vendor will deliver to the City such reports as are: (i) specifically set forth in the Agreement at the intervals set out in the Agreement; or (ii) mutually agreed upon during the Discovery Phase and as set out in the Price Schedule. The reports will be in a format acceptable to the City acting reasonably.
- 4.6 Status Meetings.** Upon the City's written request, the City's Contact and Vendor's Contact will meet to review the status of all active SOWs and any outstanding concerns relating to Goods or Services. The meetings may take place in person at a mutually agreeable location or by any means of telecommunication agreed to by the Contacts. Vendor's Contact will produce minutes for each meeting, and promptly provide them to the City's Contact. The City may approve the minutes or add further materials to them.
- 4.7 Changes.** "Change" means a change to the Services or Goods. Either the City or Vendor may suggest a Change by giving the other written notice of the proposed Change. The notice should include a reasonably detailed description of the proposed Change and the reasons for the proposed Change. If either Contact acting reasonably determines that the proposed Change should be developed as a new SOW, Vendor will prepare a new SOW. Otherwise, Vendor will prepare a draft addendum to the SOW affected by the proposed Change. The draft addendum will include: (i) a reasonably detailed description of the proposed Change; (ii) if applicable, any changes to the actual or estimated Fees to be paid pursuant to the affected SOW; and (iii) if applicable, any changes to the actual or estimated timeline for providing the affected Services. The proposed Change will not become effective until the City and Vendor agree in writing on the terms and conditions of the new SOW or draft addendum (as applicable) and sign it. Vendor is responsible for any costs that it incurs to complying with this section. Notwithstanding any other terms and conditions of this Agreement, the Vendor may add at no cost or expense to the City new features or functions to the Services and Goods.
- 4.8 Records.** During the Term and for seven years after the termination or expiration of the Agreement, Vendor will keep and preserve accurate records relating in any way to

Vendor's and its Representatives' provision of any Services or Goods to the City (the "Business Records").

4.9 Financial Audit.

- (a) The City shall have the right, upon no less than 30 days' written notice to Vendor, to audit or appoint an independent chartered accountant or public accounting firm to audit all financial records relating to the fixed fees charged by Vendor for the Services, associated with the contract kept by or under the control of Vendor. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies or discloses overpricing or overcharges (of any nature) by Vendor to the City in excess of 5% of the total billings. In this case, in addition to making adjustments for the overcharges, Vendor shall reimburse the City for the actual cost of the City's audit.
- (b) Without limiting section 4.8, Vendor shall maintain such financial and related records, together with such supporting or underlying documents and materials, for the duration of this contract and for at least seven years following the completion, expiry or termination of this Agreement, including any and all renewals thereof.
- (c) All information requested or required pursuant to this right to audit shall be made available during normal business hours at Vendor's office or place of business. There shall be no more than one audit per any twelve-month period. All audits shall be conducted in a manner to minimize disruption to Vendor's business.
- (d) This right to audit shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by municipal, provincial, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.
- (e) This right to audit shall survive the completion, expiry or termination of the Agreement.

4.10 Security Audit.

Vendor shall cause a qualified third party tester to conduct web-application penetration testing on Vendor's software as a service platform, at least on an annual basis, and cause the third-party tester to provide written attestation that such tests were conducted, and that Vendor has taken active steps to rectify any issues identified in the previous test. At the written request of the City no more than once in every 12 months, Vendor shall provide a copy of such attestation by the third-party auditor to the Customer.

Vendor shall: (i) keep its Payment Card Industry/Data Security Standard ("PCI/DSS") certification in good standing; and (ii) have PCI/DSS audits performed annually. The City may access, anytime and from time to time, a copy of the PCI/DSS certificate of compliance, which will be maintained on Vendor's website at all times, to verify Vendor's PCI compliance.

Vendor confirms that its Hosting Service Provider engages an independent third party to conduct a SOC 2 Type II audit and such audit shall be conducted on an annual basis and in accordance with industry standards such as the attestation standards established by the American Institute of Certified Public Accountants (AICPA) and assurance standards

established by the Chartered Professional Accountants of Canada(CPA Canada) and the Trust Services Principles and Criteria for Security, Availability, and Confidentiality. If, at any time, Vendor is notified or becomes aware of any instances of control failures in connection with its hosting service provider, then Vendor shall immediately notify the City.

4.11 Cooperation

- (a) Vendor will cooperate with and provide reasonable assistance to the City to facilitate any review or audit described in this section 4.
- (b) Any review or audit described in this section 4 may be conducted by the City's own employees or agents, or by an external auditor appointed by the City. Any external auditor retained by the City or by the Vendor to conduct any review or audit hereunder will be required to comply with any applicable provisions of the Agreement relating to the protection of Vendor's Confidential Information.

4.12 Dispute Resolution. In the event of a dispute relating to or arising from the Agreement, the party who wishes to raise the dispute will give the other party written notice of the dispute. The dispute will be deemed to have arisen on the day that notice is received by the other party. Within five Business Days of the dispute arising, the Contacts will meet and attempt to resolve the dispute. If the Contacts fail to resolve the dispute within 10 days of that meeting, the dispute will be escalated to the Sponsors. The Sponsors will meet within five Business Days of it being escalated. If the Sponsors fail to resolve the dispute within 10 days of that meeting, then either party may choose the course of action that it deems appropriate.

4.13 Accessibility Requirements. The Vendor's delivery of the Goods, Documentation, Services, cloud-based Services software and Platform Software shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the *Ontario Human Rights Code (HRC)* R.S.O. 1990, CHAPTER H.19, the *Ontarians with Disabilities Act*, S.O. 2001, CHAPTER 32, and the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005 c.11, any regulations made thereto and any direction from the City. The public facing Services provided by the service provider shall comply with and adhere to WCAG 2.0 Level A upon delivery of the Services. The City is responsible for maintaining the WCAG 2.0 Level A while using the Services after delivery, including uploading of Accessible content (documents, PDF/Word/HTML, images), and using the Services to edit public facing content.

5. TERM AND TERMINATION

5.1 Term.

- (a) **Term.** Unless terminated earlier in accordance with the terms of this Agreement, the Agreement will become effective commencing on the Effective Date and will remain in effect until the fifth (5th) anniversary of Kick-off Date (the "Initial Term"). Subscription services commence immediately upon completion of Milestone 1 (Kickoff).
- (b) **Renewal.** The City in its sole discretion may extend this Agreement beyond the period specified in section 5.1(a) above for up to two (2) additional periods of up to 5 years each (each a "Renewal Term") by giving written notice of such extension to the Vendor at least sixty (60) days prior to the expiration of the Initial Term or the first Renewal Term, as applicable. However, any such Renewal

Term exercised by the City is subject to budget approvals by the City, satisfactory performance of the Vendor as solely determined by the City, and pricing satisfactory to the City. Vendor may increase the fees payable by the City during a Renewal Term by providing written notice to the City at least ninety (90) days prior to the immediately following Renewal Term. The Vendor covenants that it will not increase the rates in the "PerfectMind Pricing" Table, based on which the fees payable by the City will be determined by more than 25% over the rates applicable during the Initial Term or the first Renewal Term, as the case may be.

Collectively, the Initial Term and any Renewal Terms are the "Term".

5.2 Termination.

- (a) The City may terminate this Agreement on written notice to Vendor, effective immediately, if the Vendor ceases to carry on business in the normal course, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver.
- (b) The City may terminate this Agreement or any SOW on written notice to the Vendor, effective immediately, if the Vendor is in material default of any provision of this Agreement that is not cured within twenty (20) days following written notice of the default from the City.
- (c) The City may terminate this Agreement on written notice to the Vendor, effective immediately, if the "Critical Go-Live Items" listed in Schedule E, operating materially in compliance with the requirements set out in Schedule E, are not available at the time of "go-live".
- (d) Vendor may terminate this Agreement or any SOW on written notice to the City, if the City is in material default of any provision of this Agreement that is not cured within twenty (20) Business Days following written notice of default from Vendor.

5.3 Upon Termination. Upon the termination of this Agreement or any SOW:

- (a) Vendor will with respect to the affected SOWs, perform all Services set out in each as to be performed by Vendor upon termination and within ten (10) Business Days of doing so provide a final status report for that SOW; and
- (b) The City will pay for any Goods and Services provided pursuant to an affected SOW and in compliance with the Agreement prior to or on the date of termination and any amounts set out in an affected SOW as payable upon termination.

5.4 Data. Upon request of the City within thirty (30) days of the termination or expiration of this Agreement (unless terminated by Vendor for cause in accordance with section 5.2(c)), the Vendor will, provide a copy, within ten (10) Business Days of the City's request, of the then current City Data, that the Vendor has collected each in a commercially reasonable format (such as comma separated values (.csv)), acceptable to the City acting reasonably. Vendor will maintain a copy of the City Data until the earlier of the following dates: (i) forty-five (45) days after the termination or expiration of this Agreement; and (ii) the date on which the City confirms in writing that the last copy of the City Data, provided to the City appears to be complete. For the avoidance of doubt, Vendor is required to provide such service only once during the period specified in the first sentence of this section 5.4.

5.5 Survival. Those sections which by their nature should survive the termination or expiration of this Agreement will survive termination or expiration, and will remain in full force and effect following the expiration or termination of this Agreement.

6. PAYMENT

6.1 Fees. The City will pay to Vendor the fees for the Services provided pursuant to and in accordance with any SOW (the "Fees"). The Fees for the Services provided pursuant to a SOW are set out in the SOW. If a payment schedule is set out in the SOW, Vendor will invoice for the Fees in accordance with that payment schedule. Otherwise: (i) Fees to be calculated on a time and materials basis will be invoiced monthly in arrears; and (ii) fixed price Fees will be allocated proportionately over the estimated time frame for the providing the applicable Services plus three months and invoiced monthly in arrears.

6.2 Goods. Unless otherwise specified in any SOW, the charges for the Goods to be provided by Vendor under any SOW are included in the Fees for the Services to be provided by Vendor under that SOW. If there are additional charges for any Good ("Charges"), Vendor will not invoice the City any Charge until after the applicable Good has been delivered to the City and reviewed and approved by the City.

6.3 Taxes. All Fees are exclusive of all taxes now in force or enacted in the future and imposed on the provision of goods and services ("Taxes"). The City will be responsible for all such Taxes, except for Taxes based on Vendor' net income, capital gains or employee withholdings. Applicable Taxes will be included in each invoice.

6.4 Expenses. Unless expressly set out otherwise and agreed in writing in the applicable SOW or an addendum to it, the City will pay to Vendor a flat rate of \$550 per day per Vendor employee or subcontractor who provides on-site services pursuant to this Agreement to cover accommodation, meal, local transportation and other out-of-pocket expenses except travel (airfare) expenses. The City will reimburse Vendor for all reasonable travel (airfare) expenses incurred by Vendor to send its employees and subcontractors to City's site to provide services pursuant to this Agreement. All such expenses for which Vendor seeks reimbursement will be supported by original documentation for such expenses in a form reasonably acceptable to the City.

6.5 Payment. With respect to any invoice issued by Vendor in accordance with the Agreement: (i) the City will pay any amount owing for Fees, Expenses or Taxes within 30 days of the date on which the invoice was issued by Vendor. No interest will be charged on late payments.

6.6 Rates. Schedule D is a table of rates. If a rate for a certain type of resource is listed in Schedule D, the rate for that resource set out in any SOW may not exceed the rate set out in Schedule D.

7. CONFIDENTIALITY, PRIVACY, SECURITY AND ACCESS TO INFORMATION

7.1 Confidentiality. Vendor agrees to be bound by the terms and conditions set out in Schedule C, and any additional terms and conditions regarding privacy or security set out in any SOW.

7.2 MFIPPA. "MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended from time to time. The City cannot

guarantee that the confidentiality of any information that is in the custody or control of the City will be preserved if a request for access to it is made under MFIPPA.

- 7.3 Personal Information.** Vendor will comply with any laws (including regulations and common law) pertaining to the privacy protection of Personal Information to which Vendor is subject. Vendor will provide the City with information, cooperation and assistance, as reasonably requested by the City from time to time, in order to enable the City to comply with any and all requirements to which the City is subject under any laws (including MFIPPA, regulations and common law) pertaining to the privacy protection of Personal Information.
- 7.4 Security.** Should Vendor interact with the City's premises, infrastructure or systems, while doing so, Vendor will comply with all of the City's rules, procedures and policies relating to confidentiality, privacy or security including those set out in the Agreement, provided to Vendor in writing or posted on site. The City reserves the right to prohibit any of Vendor's Representatives who do not comply with such rules, procedures and policies from obtaining any physical or electronic access to the City's premises, infrastructure or systems.
- 7.5** The Vendor agrees to cooperate with the City and provide reasonable assistance when the City conducts any privacy impact assessment, threat risk assessment or any other assessment related to the security and privacy of the Services or Goods.
- 7.6 Publicity.** Vendor will not issue any public notice or press release, or otherwise make use of its association with the City or this Agreement, without the prior written consent of the City. Notwithstanding the foregoing, upon the execution of this Agreement and until its expiry or earlier termination, Vendor will be authorized to use the City's name in Vendor's marketing material and on Vendor's website with a statement that the City is a client of Vendor, or that Vendor has been chosen by the City, or in a list of Vendor's clients (but without any statement of endorsement for the Vendor or its software as a service).
- 7.7 Extraterritorial Measures.** Vendor will ensure that any Personal Information, City Data and Confidential Information of the City which is provided to or hosted by the Vendor, or to which Vendor obtains access in the course of this Agreement remains in Canada unless its removal is expressly permitted in writing by the City. Any such permission will be set out in the applicable SOW or an amendment to it.
- 7.8 Privacy and Security.** Vendor shall notify City immediately, and in no event more than twenty-four (24) hours of if Vendor becoming aware:
- (a) that any Representative of Vendor has accessed, used or disclosed without authority or disposed of Personal Information (including Confidential Information) other than in accordance with the Agreement or in accordance with any direction provided by City;
 - (b) that an unauthorized person has accessed, used or disclosed without authority Personal Information (including Confidential Information);
 - (c) of any risk that raises the likelihood that any, use, disclosure without authority or disposal referred to in this section may occur; or
 - (d) any act or omission by Vendor or any of Vendor's Representatives which constitutes or is likely to result in a breach by Vendor of its obligations under this Agreement relating to privacy or security.

(each a "**P/S Incident**"). Vendor shall provide City with notice of the name and contact information of the individual to whom City should report any P/S Incident that, in the opinion of City, require escalation.

7.9 In the event of an investigation or inquiry into any breach or suspected breach by the Vendor, of the City's privacy or security requirements, upon notice to the Vendor, the City acting reasonably may, without penalty, suspend further use of the Vendor's Services for so long as necessary to obtain reasonable assurances that the City's privacy and security requirements are being met.

7.10 Logging Access. The City will be provided access by the Vendor such that the City can retrieve audit logs and / or reports which sets out the name of any person who has accessed Vendor's software as a service platform , provided that the audit logs will only show that access was made by an employee/agent of Vendor and will not show the name of the employee/agent. Accessing this information will be at a time convenient to the City. Should the Vendor's assistance be required to aid the City, said assistance will not be unreasonably withheld.

7.11 Financial Transactions. If any of the Services include processing financial transactions on behalf of the City. This section 7.12 applies.

- (a) The Services will be provided in a manner that meets or exceeds the Payment Card Industry (PCI) data security standards (entitled, "Payment Application Data Security Standard" or "PA-DSS"), especially in relation to "Cardholder Data" and "Sensitive Authentication Data" (both as defined by PCI).
- (b) Should Vendor's provision of the Services change in any way that results in the Services no longer being provided in a manner that meets or exceeds the PCI data security standards, Vendor will: (i) give the City immediate written notice of the non-compliance; and (ii) use best efforts to correct the non-compliance.
- (c) From time to time, the City may request and Vendor will provide evidence of Vendor's compliance with the PCI data security standards.
- (d) When PCI issues a new version of the PA-DSS, Vendor will provide the Services in compliance with the most recent version of the PA-DSS.

8. CONFLICT OF INTEREST

8.1 No Conflict of Interest. Vendor warrants and covenants with the City that Vendor (including Vendor's Representatives) has not engaged and will not engage in any activity, where such activity creates a conflict of interest (actually or potentially in the sole opinion of the City) with the provision of Goods and Services pursuant to the Agreement. Vendor will promptly advise the City of any situation which creates an actual or potential conflict of interest and will abide by the City's determination with respect to such matter.

8.2 Vendor's Representatives. The Vendor will take all necessary steps to ensure that the Vendor's Representatives do not violate section 8.1, and will be responsible for any such violation.

8.3 Anti-Kickback/Anti-Bribery. Without limiting section 8.1, Vendor (including its Representatives) will not accept benefits, financial or otherwise, arising from the performance of the Vendor's obligations other than as specified in the Agreement. Vendor warrants and covenants with the City that: (i) no bribe, gift or other inducement

has been paid, given, promised or offered to any officer, agent, employee or elected official of the City for, or with a view to, entering into the Agreement or any other agreement with the City; and (ii) no third party person or agency has been employed or retained to solicit or obtain this Agreement or any SOW for a contingent fee.

9. DATA

9.1 Data. Except as expressly set out in this Master Agreement, the City retains all right title and interest in or to the City Data. "City Data" means all data related to business information, general public information, personal information, and personal health information created or collected in connection with the management or provisioning of City programs or services on any active technology environments and redundant/backup environments.

9.2 Licenses.

9.2.1 Subject to the terms and conditions of the Agreement, the City grants to Vendor a non-exclusive license to use and copy the City Data solely for the purpose of performing the Services.

9.2.2 Vendor may not use the City Data for any purpose not stated in section 9.2.1 without the express written consent of the City. The Vendor will also ensure that City Data is not transmitted or stored outside of Canada without the express written consent of the City.

9.3 Client Data. The Services include an export function so that the City may export a copy of its then current City Data from time to time. For the avoidance of doubt, exportable data does not include encrypted financial information or system tables used in the operation of Vendor's software as a service platform.

9.4 Confidential. City Data will be treated as the City's Confidential Information for the purposes of the Agreement. Vendor is responsible and accountable for implementing reasonable physical, administrative and technical safeguards to secure the City Data from unauthorised use, or being disclosed or accessed without authority as well as for implementing any further safeguards set out in the SOW pursuant to which the applicable Services are being provided.

9.5 Back-up. Unless the SOW pursuant to which any Service is provided expressly requires Vendor to do so more frequently, this section 9.5 applies in relation to any City Data related to that Service. Vendor will back-up the then current City Data at least once every 24 hours, and Vendor will maintain at least 3 weeks worth of such back-ups. Vendor will store at least one back-up from each **24 hour** period at any off-site facility other than Vendor's primary site used to provide the Services. The City has the unfettered right to access all of its City Data periodically to make adequate backups in accordance with the City's backup and retention policies. The Vendor shall facilitate such access as part of its Services to the City. The vendor confirms and guarantees a minimum of at least 15 minute interval back-ups which are replicated across redundant back-up servers.

9.6 Recovery. In the event of data loss caused by any failure of the Services and within four (4) hours of the occurrence of that data loss, Vendor will restore or recover all then current City Data at no cost to the City, and Vendor will use its best efforts to do so. If Vendor fails to regenerate the lost or destroyed City Data within a reasonable period of time, the City may obtain data reconstruction services from a third party.

9.7 Encryption. Unless expressly set out otherwise in the applicable SOW, when City Data is being transmitted for any purpose, Vendor will secure the City Data using no less than 256 bit encryption or through establishing a secured virtual private network with the City.

10. PROPRIETARY RIGHTS

10.1 Definition. "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of Canada, any foreign country, or any political subdivision thereof, including, without limitation, (i) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (ii) copyrights, moral rights (including rights of attribution and rights of integrity); (iii) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (v) all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

10.2 Pre-existing Works.

- (a) "Pre-existing Works" means any work created prior to or other than pursuant to the performance of any Services.
- (b) Except as expressly set out in this Master Agreement, the City retains all right title and interest in or to the Pre-existing Works for which it or its third party suppliers own the Intellectual Property Rights. To the extent that the City provides any such Pre-existing Work to Vendor for the purpose of providing the Services, the Pre-existing Work may only be used for providing the Services.
- (c) Except as expressly set out in this Master Agreement, Vendor retains all right title and interest in or to the Pre-existing Works for which it or its third party suppliers own the Intellectual Property Rights.
- (d) "Platform Software" refers to the software used by Vendor to provide any cloud-based Service. Vendor grants to the City and its Users a non-exclusive, non-transferable, time-limited license to use the Platform Software to the extent necessary to use any cloud-based Services being provided pursuant to this Agreement (including any applications and tools made available as part of the Services). The City agrees not to: (i) use the Platform Software for any purpose other than to make use of the Services; (ii) use the Platform Software other than in accordance with the Agreement; (iii) decompile, disassemble, reverse engineer or otherwise attempt to discern or recreate the source code for the Platform Software; or (iv) allow direct or indirect use of the Platform Software by any Person other than a User.
- (e) To the extent a license to use any Pre-existing Work (other than Platform Software) for which Vendor or its suppliers own the Intellectual Property Rights is reasonably necessary for the City's or its Users use or receipt of any Services, Vendor grants to City and its Users any licenses required to use the Services.

10.3 Custom Works. Any work created by Vendor in the course of providing the Services will be deemed to be one of the Vendor's Pre-existing Works.

10.4 Click-wrap. No shrink wrap agreement, click wrap agreement or other similar sets of license terms included with any software provided under the Agreement is binding on the parties.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES

11.1 Basic. Vendor represents and warrants to and covenants with the City that: (i) Vendor has obtained and will maintain such permits and approvals as are required by government and other authorities for Vendor to operate its business and meet its obligations under the Agreement; and (ii) Vendor is now both in compliance with, and covenants that it will continue to comply with any and all applicable laws and regulations.

11.2 Services.

- (a) Vendor hereby represents and warrants to and covenants with the City that the Services will be: (i) performed in a competent, professional and workman-like manner; (ii) in a manner that complies with all requirements for the Services set out in the Agreement; and (iii) performed exclusively in Canada unless the applicable SOW sets out otherwise.
- (b) Additionally, any cloud-based Service will substantially comply with any specifications for it set out in this Master Agreement, the applicable SOW or otherwise agreed to in writing by Vendor and the City.

11.3 Goods.

- (a) For any Good, the warranty period is one year from the date on which it is approved by the City in accordance with section 3.3. During the warranty period, the Good will: (i) materially conform to its description and any specifications set out or otherwise incorporated in the Agreement, and where not inconsistent those documents, any sample, published documentation or specifications for that Good provided by Vendor to the City; and (ii) be sufficient for its intended purpose, be of merchantable or better quality and be free from defects.
- (b) Should any Good not meet the warranty set out in (a) above, Vendor will as soon as practicable and at no additional charge to the City: (i) remedy such non-conformance; or (ii) replace the affected Good with an equivalent or superior Good. If Vendor is unable to do so promptly, the City may at its option require that Vendor promptly provide a full refund of the amount paid by the City for the affected Good. The City will return the affected Good at Vendor's expense upon receipt of such refund.

11.4 Other. Vendor hereby represents and warrants to and covenants with the City as follows:

- (a) Vendor has the right and authority to grant the licenses and make the assignments set out in the Agreement free of any claim of any kind in favour of or by any third party;
- (b) neither the Goods nor Services provided pursuant to this Agreement will infringe upon or violate any third-party Intellectual Property Rights; and

- (c) all Goods, which include any code or other software, will be free of any harmful or hidden programs or data incorporated therein with malicious and mischievous intent including but not limited to viruses, worms, time bombs, logic bombs, trap doors, Trojan horses or similar malicious instructions, techniques, or devices capable of disrupting, disabling, damaging, or shutting down a computer system or software or hardware component thereof.
- (d) Any warranties and representations that Vendor will obtain or has obtained from its Representatives will pass through for the benefit of the City and its Representatives. Upon the City's request, Vendor will ensure that it will take all actions as may be required by the City to enforce any such warranties and representations for the benefit of the City and its Representatives.

12. INDEMNITIES

12.1 General.

- (a) Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of the negligent acts or omissions or willful misconduct of Vendor or its Representatives relating to or arising from the Agreement or any Goods and Services.
- (b) Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of any claim that the City's receipt or use of any of the Goods and Services infringes a third party's Intellectual Property Rights or other rights. Without limiting the foregoing, upon any claim of infringement being made, Vendor will promptly, at the request of the City, procure such rights or modify or replace any Goods and Services as may be necessary to remedy such claim of infringement without disruption or additional cost to the City and its Representatives.
- (c) If requested by the City, Vendor will also defend at its own cost and expense any claim, demand, suit or action brought against the City or any of its Representatives as described in this section 12.1.
- (d) Despite anything else in this Agreement, any express or implied reference to the City providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the City, whether at the time of execution of this Agreement or at any time during the Term of this Agreement, shall be void and of no legal effect.

13. LIMITATION OF LIABILITY

13.1 Indirect Damages. NEITHER PARTY (INCLUDING ITS REPRESENTATIVES) WILL BE LIABLE TO THE OTHER IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCURRED BY THE OTHER PARTY. THIS LIMITATION WILL APPLY WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, OR WHETHER THE DEFAULTING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Direct Damages. THE PARTIES AGREE THAT THE LIABILITY OF EACH PARTY FOR ANY CLAIM, ACTION OR DEMAND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT ("CLAIM") WILL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY THE CLAIMING PARTY.

13.3 Vendor. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF VENDOR (INCLUDING ITS REPRESENTATIVES) TO CITY, FOR ANY CLAIMS, DEMANDS, SUITS OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THREE (3) TIMES THE ANNUAL PLATFORM USE FEES.

13.4 City. IN NO EVENT WILL THE CITY (INCLUDING ITS REPRESENTATIVES) BE LIABLE TO VENDOR FOR ANY AMOUNTS ABOVE THE CITY'S PAYMENT OBLIGATIONS SET OUT IN THE AGREEMENT.

13.5 Timing. Unless otherwise expressly stated in this agreement, no action, claim or proceeding, regardless of form, arising out of this agreement will be brought by either party more than two years after the claiming party becomes aware of, or ought to have become aware of, the facts giving rise to the existence of any cause of action.

14. INSURANCE

14.1 Coverage. Vendor will maintain during the Term of this Agreement, at Vendor's cost and expense, insurance coverage as set out in this section 13 and in any event against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as Vendor. This coverage will be from issuing institutions with ratings in equal to or in excess of the following minimum ratings: (i) BBB from Standard & Poor's; (ii) Baa from Moody's; and (iii) B+ from A.M. Best. Vendor will obtain and provide evidence of such insurance to the City, prior to beginning to provide Services and after that promptly on the request of the City. The evidence **must** be provided on the City's insurance certificate form, no other form will be accepted. This provision will survive the termination of the Agreement for a period of two years.

14.2 General. The Vendor shall at all times during the currency of the Term of this Agreement and any extension or renewal thereof, at its own expense, obtain and provide the Corporation of the City of London with evidence of:

- (a) Commercial general liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile insurance liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by Vendor and for those whom Vendor is responsible at law. These policies will all: (i) be written on an occurrence basis with coverage for any one occurrence or claim of at least \$2,000,000; (ii) include the City as an additional insured; and (iii) contain severability of interests clause and cross liability clauses. Vendor is responsible for any loss or losses within the deductible.
- (b) Professional liability/errors and omissions insurance in an amount of not less than \$2,000,000.

- (c) Cyber Risk insurance inclusive of at least the following types of coverage having a policy limit of not less than \$2,000,000 per claim and a policy aggregate limit of not less than \$4,000,000:
 - (i) privacy liability;
 - (ii) network security liability;
 - (iii) crisis management expenses (\$1,000,000 sublimit); and
 - (iv) privacy notification costs (\$1,000,000 sublimit).
- (d) Such policies will name The Corporation of the City of London as an additional insured with respect to the liability arising out of the operations of the named insured.
- (e) If a policy described in this section 14.2 is cancelled or materially changed in any way, 30 days prior written notice of the cancellation or change must be given by the Vendor's insurer to the City.
- (f) The City reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this Agreement as the City may reasonably require from time to time.

14.3 Worker's Safety. Vendor will comply with all applicable laws and regulations governing workplace safety (each as amended from time to time). Vendor acknowledges that neither it nor Representatives are covered by the City under the Workplace Safety and Insurance Act, 1997, as amended from time to time, and Vendor will obtain and maintain, the necessary coverage for itself and any employees, and will furnish the City when requested with such satisfactory evidence that it has complied with the provisions of any such legislation.

14.4 Not a Qualification. Vendor acknowledges that any insurance coverage referred to in this section 13 will not be construed to limit or qualify in any manner the liabilities and obligations imposed on Vendor as set out in the Agreement.

15. GENERAL PROVISIONS

15.1 Interpretation.

- (a) The headings used in this Agreement are for convenience of reference only, and are not intended to be full or accurate descriptions of the content of the paragraphs.
- (b) No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.
- (c) Throughout this Agreement: (i) the term "including" or the phrases "e.g.," or "for example" have been used to mean "including, without limitation", (ii) the singular includes the plural and vice-versa and (iii) any gender includes the other gender, unless the context requires otherwise.
- (d) The Parties expressly request that this agreement as well as documents relating thereto be drawn up in English. Les Parties ont expressément exigé que cette convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

15.2 Entire Agreement. The Master Agreement and all SOWs constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Without limiting the previous sentence, any terms contained in any click-wrap agreement, shrink-wrap agreement, browse-wrap license, documentation provided to the City, invoice, web site or in any other form of agreement presented or delivered to the City in connection with any Service or Good shall not be effective unless the City has agreed in a written amendment to the Agreement to be bound by the terms of that agreement or other document.

15.3 Amendment. Except as expressly set out in this Agreement, this Agreement may be changed only by a written document signed by authorized representatives of the City and Vendor.

15.4 Waiver. No waiver of any part of this Agreement will be deemed to be a waiver of any other provision in this Agreement or a waiver with respect to any subsequent breach. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

15.5 Severability. Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

15.6 Assignment. Vendor may not assign this Agreement, by operation of law or otherwise, without the City's prior written consent (which consent may be provided subject to one or more conditions imposed by the City), which shall not be unreasonably withheld or delayed. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Notwithstanding the foregoing, Vendor may assign this Agreement to a successor entity through merger or acquisition. Any permitted assignment of this Agreement by the Vendor shall require the complete and accurate disclosure to the City of all relevant information concerning the proposed assignee, the execution and delivery to the City of a satisfactory assignment and assumption agreement and the continuing joint and several liability of the assignor to the City.

15.7 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO. IT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED. Subject to the provisions of section 4.13, the City and Vendor agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.

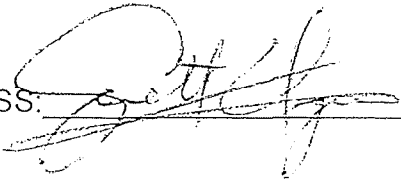
15.8 Force Majeure. Except as expressly provided otherwise in the Agreement, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that the party affected by such failure or delay gives the other party prompt written notice of the cause, and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed 60 consecutive days). Additionally, during the occurrence of such an event, the City

may suspend the provision of Goods and Services upon written notice to Vendor for a period not to exceed 60 days.

- 15.9 Independent Contractors.** The relationship between the parties is that of independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither the City nor Vendor will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 15.10 Notices.** Any notice given pursuant to this Agreement will be in writing and addressed to the other party at the address listed above and to the attention of the party's Contact and Sponsor. Any such notice will be deemed to have been received one Business Day following: (i) deposit with a globally recognized overnight delivery service, all delivery charges pre-paid; or (ii) transmission if sent by facsimile, with originals by mail, and receipt confirmed by the facsimile machine used. Either party may designate a different address by notice to the other given in accordance with this section.
- 15.11 Software Source Code Escrow.** Upon the City's written request anytime during the Term, the Vendor shall deposit a source code version of the software component of the Platform other than any third-party software (the "Software") with all necessary passwords and software keys (the "Source Code") with a third party escrow holder (the "Escrow Holder"). The Vendor shall update the Source Code with all Enhancements and new releases and with any bug fixes or workarounds provided to the City. The annual escrow fees will be borne entirely by the City. The escrow agreement for the Source Code deposit shall name the City as beneficiary and shall provide for the release of the Source Code to the City if the Vendor becomes insolvent; or if any proceedings are commenced or taken for the dissolution, liquidation or winding up of the Vendor; or if a trustee, receiver or other person with similar powers is appointed for the Vendor in respect of all or substantially all of its property or assets; or if PerfectMind ceases to carry on all or substantially all of its business any proceedings in respect of bankruptcy or insolvency are instituted against the Vendor under any legislation dealing with insolvency or creditor's rights; or if the Vendor makes any assignment or proposal in bankruptcy or any other assignment or proposal for the benefit of creditors ("Release Conditions"). The Vendor shall have a forty-five (45) days cure period to rectify any of the foregoing Release Conditions after the receipt of a written notice from the City. Upon the release of the Source Code to the City, the City will only use the Source Code in accordance with this Agreement and will only use the Source Code internally for the purpose of providing maintenance, and support for, or to add functionality to the Software. The Vendor covenants and agrees that the Source Code, and all Enhancements, new releases, updates, bug fixes and workarounds deposited into escrow shall include all documentation and materials necessary for a competent programmer to compile, verify, maintain, and support the Source Code.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Master Agreement:

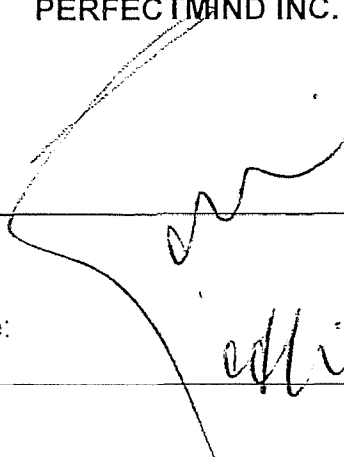
PERFECTMIND INC.

WITNESS: 

Name: Garrett Chyso

Title: Sales Manager

Date: 03-28-18

Per: 

Name: Edie Kamei

Title: COO

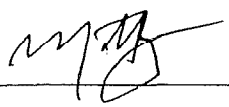
Date: 28/03/2018

Approved as to form
Legal Services

Approved as to content

I have authority to bind the corporation.

THE CORPORATION OF THE CITY OF LONDON

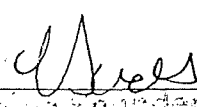
Per: 
Matt Brown, Mayor

Name: _____

Title: _____

Date: April 27th, 2018

I have authority to bind the corporation.

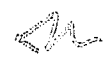
Per: 
Catherine Saunders
City Clerk

Name: _____

Title: _____

Date: Apr: 27th, 2018

I have authority to bind the corporation.

Apr 26/18 

1 SCHEDULE A – Service Levels

SERVICE LEVEL METRICS FOR CLOUD-BASED SERVICES

The following table sets out the Service Level Metrics applicable to the cloud-based Services.

	Service Level Metric Description	Metric	Remedy / Remedial Action
1.	Availability	<p>Metric: Availability \geq 99.9% during Operation Hours</p> <p>Measurement Period: Annual</p> <p>Measurement:</p> <p>The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, "Operation Hours" means 6:00 a.m. to 12:00 a.m. midnight Eastern Standard Time, seven (7) days a week.</p> <p>"Availability" with respect to any cloud-based Service in any month equals the following number divided by the number of minutes in the month and multiplied by 100: the difference between the number of minutes in the month and the minutes of Down Time for the month.</p> <p>"Down Time" with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Planned Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the City is unable to use the cloud-based Service to access the City Data.</p>	<p>If the Platform does not achieve the uptime performance level provided opposite in the "Metric" column during a twelve (12) month Performance Period, then City may request PerfectMind to issue to City a credit equal to \$75 for every hour or portion thereof of downtime in excess of what is permitted by the performance level ("Performance Credit"). If the uptime performance level falls below 97.5% uptime in two of any three consecutive months, or if any month the performance level is less than 95% uptime, then City shall have the right to terminate this Agreement for cause with 30 days' prior written notice.</p> <p>If the Platform is deemed to be unavailable during a Peak Usage Time as defined in section 2 (below), PerfectMind shall issue a credit in the amount of \$100 (CAD) per hour to the City.</p> <p>To request Performance Credit, City shall deliver to PerfectMind notice in writing, no later than thirty (30) days after the last day of a Performance Period during which the availability of the Platform fell below the uptime performance level provided</p>

	Service Level Metric Description	Metric	Remedy / Remedial Action
		<p>PerfectMind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of City's system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against PerfectMind's required system uptime performance levels.</p>	<p>above, specifying the number of hours for which Performance Credit is requested. In this Exhibit, a "Performance Period" is the twelve (12) month period commencing on the date of this Agreement or on each subsequent one-year anniversary of the date of this Agreement.</p> <p>To the extent that PerfectMind does not receive timely notice from the City as provided above, the PerfectMind shall have no further obligation to provide the City with any Performance Credit and the City shall be deemed to have waived and released PerfectMind from any and all claims for a Performance Credit related to the availability (uptime) warranty for the applicable Performance Period.</p>
2.	Restore Time	<p>Metric: No single period of Down Time will last longer than four (4) hours.</p> <p>Measurement Period: Not applicable</p> <p>Measurement:</p> <p>A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; or (ii) when any one of the Vendor's clients reports the outage to Vendor.</p> <p>A period of Down Time ends when: the cloud-based Service is functioning in substantial accordance with its specifications.</p>	<p>For failing to meet this Service Level Metric, Vendor will provide to Client a Performance Credit equal to \$75 for each hour or portion thereof for unscheduled downtime.</p>

Service Level Metric Description	Metric	Remedy / Remedial Action
3. Maintenance	<p>Measurement Period: Annual.</p> <p>PerfectMind may, upon not less than seven (7) days' prior written notice to City, which may be email notification, cause the Platform to be unavailable for a period of time not to exceed seven (7) consecutive hours or twelve (12) consecutive hours from Sunday at 6:00 p.m. to Monday at 6:00 a.m. ("Planned Maintenance"). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of PerfectMind's direct control in which case PerfectMind will provide as much notice as is practicable. Planned Maintenance will apply against PerfectMind's required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, "Maintenance Window" means between 11:01 pm and 6:00 am Eastern Time on any day.</p>	<p>If the Maintenance is not completed within the specified timeframes, on the third occurrence, the City may request PerfectMind to issue to City a Performance Credit equal to \$75 for every hour or portion thereof of downtime in excess of what is permitted by the performance level.</p>
4. Data Loss ("Data" includes	<p>Measurement Period: Not applicable</p>	<p>For any data loss of greater than one (1) hour, the City may request and PerfectMind shall issue a</p>

	Service Level Metric Description	Metric	Remedy / Remedial Action
	City Data as defined in the Agreement)	PerfectMind shall ensure any data loss shall not be greater than one (1) hour during a Service Disruption ("Data Loss") which is deemed to begin from the earlier of the time a service disruption has been declared by PerfectMind or identified by City and reported in writing (including by email) to PerfectMind.	credit in the amount of \$100 (CAD) to the City.
5.	Backup	Measurement Period: Not applicable PerfectMind shall backup all City Data in its entirety every seven (7) days. PerfectMind shall backup all changes to City Data (including transactions) every hour.	If no backups are available, the remedy as described in #4 Data Loss shall apply.

(a) Should any of the following events occur, the City may terminate or suspend some or all of the Services provided under the Agreement without liability, cost or penalty:

- Loss of PCI compliance as required at section 4.10 (Security Audit) of the Agreement

2. KEY BUSINESS CYCLES & SERVICE EXCEPTIONS

PM shall use all commercially reasonable efforts to cause Service interruptions not to occur during the following times:

Service Exception Description	Affected Services	Method of Communication
Peak Usage Times	All services related to:	Schedules to be communicated and reviewed at least twice annually. For unanticipated high use times, the City will provide PerfectMind as much reasonable lead time as possible.

3. Technical Support.

Following the reporting of a Service interruption or other problem by City's technical support personnel either via phone call or email to PerfectMind's technical support. PerfectMind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	Response time	Resolution Time
City report an incident via phone, email, or chat	A live agent will immediately discuss the issue with City	85% of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the City.	95% of the escalated calls to level II are addressed within the first call
The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	Resolution time will follow the SLA table below

Service Level Agreement		
Incident Level	Description	Resolution Time
Critical	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - Complete inability to use the Platform; or - A reoccurring temporary inability to use the Platform 	Within the same Day
High	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - A significant degradation of the significant features or functions available or the Platform - Recent modifications to the Platform cause some significant features or functions to operate inconsistently 	Within 24 hours
Low	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - A minor degradation of some significant features or functions: or a degradation of 	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided

	some secondary features or function occurs	to the City within one (1) week after the incident is reported by the City or discovered by the Vendor. Resolution will be within a period of time as mutually agreed to by the parties.
--	--	--

SCHEDULE B -

INTENTIONALLY LEFT BLANK

SCHEDULE C – CONFIDENTIALITY

1. Importance. Both parties recognize the vital importance of the protection of any Confidential Information (as defined below) that is provided or otherwise made available by one party (the "Disclosing Party") to the party receiving or otherwise obtaining access to such information (the "Recipient").

2. Confidential. "Confidential Information" means any and all information and materials, which: (i) are designated as confidential at the time of disclosure (in a manner reflecting the manner in which they are disclosed), or (ii) a reasonable person, having regard to the circumstances, would regard as confidential (including Personal Information). "Personal Information" means any personal information which is required to be protected pursuant to MFIPPA or any laws (including regulations and common law) pertaining to the protection of personal, healthcare or insurance information.

2. Exceptions. The Disclosing Party's Confidential Information does not include information which: (i) is or at any time is made generally available to the public by the Disclosing Party; (ii) is known to the Recipient (as substantiated by cogent written evidence in the Recipient's possession) free of any restrictions at the time of disclosure; (iii) is independently developed by the Recipient through individuals who have not had either direct or indirect access to the Confidential Information; and (iv) is rightfully obtained by the Recipient, without any obligation of confidence, from a third party who had a right to transfer or disclose it to any Person free of any obligation of confidence. The above listed exceptions do not apply in the case of Confidential Information that is also Personal Information.

3. Required by Law. The Recipient will not be liable for disclosure of Confidential Information if disclosure is required by any law applicable in the Province of Ontario, provided that the Recipient, notifies the Disclosing Party of any such requirement as soon as legally permissible.

4. Warranties. EXCEPT TO THE EXTENT EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONFIDENTIAL INFORMATION PROVIDED BY OR ON BEHALF OF THE DISCLOSING PARTY IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND.

5. Recipient's Obligations. The Recipient will: (i) use the Disclosing Party's Confidential Information only in accordance with this Agreement and only for the purpose of fulfilling its obligations and exercising its rights under this Agreement; (ii) use at least the same degree of care to protect the Disclosing Party's Confidential Information as the Recipient uses to protect its own Confidential Information of a like nature, but in any event will not use a standard of care that is less than a reasonable standard of care; (iii) not disclose the Disclosing Party's Confidential Information to any person other than the Recipient's Representatives who have a need to know it for the purposes described in (i) above and who are bound by Recipient to keep the

Confidential Information of third parties confidential, at least to the same extent as set forth in the Agreement; and (iv) upon becoming aware of any unauthorized copying, disclosure or use of the Disclosing Party's Confidential Information, notify the Disclosing Party immediately and make a commercially reasonable effort to minimize the effect of any such use or disclosure.

6. Equitable Relief. Each party acknowledges that the Confidential Information of the other party is of value to the other party or to its suppliers and that any that any unauthorized copying, use, disclosure, access or disposition of the Confidential Information will cause irreparable injury to the other party or its suppliers.

Consequently, each party agrees that in addition to any other remedies that the other party may have, the other party will be entitled to obtain injunctive and other equitable relief, as a matter of right without proving injury.

7. Return. Subject to section 8 of this Schedule C, upon expiration or termination of this Agreement or at the Disclosing Party's request, the Recipient will: (i) return all Confidential Information disclosed to it by the Disclosing Party and all copies thereof, regardless of form; and (ii) destroy any such Confidential Information that cannot be returned.

8. Exceptions. To the extent that any of the following circumstances apply and the Recipient neither returns nor destroys any Confidential Information of the Disclosing Party as a result, the provisions of this Agreement pertaining to the protection of Confidential Information will extend until the Confidential Information is returned or destroyed: (i) it is not reasonably feasible to return or destroy the Confidential Information; or (ii) the Confidential Information forms part of any Good or Service that the Recipient is entitled pursuant to the Agreement to continue to use after the expiration or termination of the Agreement.

SCHEDULE D – RATES

Platform Use fees

PLATFORM

The fees for the Platform use will be as follows:

Year One (from Project Kick-off Date, 2018 to Anniversary Date of Project Kick-off Date, 2019): \$108,800 (payment of 25% upon contract signing and 75% at start of Project Kick-off)

Year Two (from Anniversary Date, 2019 to Anniversary Date, 2020): \$108,800

Year Three (from Anniversary Date, 2020 to Anniversary Date, 2021): \$108,800

Year Four (from Anniversary Date, 2021 to Anniversary Date, 2022): \$108,800

Year Five (from Anniversary Date, 2022 to Anniversary Date, 2023): \$108,800

The Platform use fees will be adjusted based on the aggregate revenues of all GTA municipalities, not in negotiations with PerfectMind as of the date the agreement between City of Brampton and PerfectMind (the “First Signing Date”), that enter into an agreement with PerfectMind for its Parks and Recreation software as a service as a result of the above noted RFP2016-004, within 180 days of the First Signing Date.

The adjustment will be in accordance with the rate provided in the “PerfectMind Pricing” Table (below) for the aggregate revenue figure.

Perfect Mind Pricing														
Revenue (mil)	1	2.5	5	10	15	20	50	75	95	115	135	155	175	195
Percent age Used	2.0 0%	1.5 0%	1.3 0%	1.0 0%	0.9 0%	0.8 0%	0.7 9%	0.7 9%	0.7 8%	0.7 7%	0.7 6%	0.7 5%	0.7 4%	0.7 3%

THE CORPORATION OF THE CITY OF LONDON

Part C Contract Execution Package Agreement

Fee Payment Schedule

Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
April 4, 2018	<ul style="list-style-type: none"> Contract Signature and Execution 	25% of 1 st Year Subscription \$27,200		
TBD	<p>Project Kick off (Milestone 1)</p> <ul style="list-style-type: none"> Planning of the project kick off/discovery session Resourcing and Scheduling for the discovery phase Preliminary review of the requirements by the project team prior to the first meeting Creation of the live production environment 	75% of 1 st Year Subscription \$81,600	\$10,000	Upon completion of Acceptance Form A (Implementation Amount)
TBD	<p>Project Initiation (Milestone 2)</p> <ul style="list-style-type: none"> Discovery phase Project work breakdown structure Initiation of tasks listed under "Scope/Project Management and Planning" 		\$15,500	Upon completion of Acceptance Form B

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Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
TBD	<p>Software Configuration and Reports (Milestone 3)</p> <ul style="list-style-type: none"> • Application configuration and setup • Security and roles configuration • Setup workflows and business rules <p>Configuration and creations of the reports</p>		\$31,000	Upon completion of Acceptance Form C
TBD	<p>Data Conversion Acceptance Testing (Milestone 4)</p> <ul style="list-style-type: none"> • Data Conversion 		\$20,500	Upon completion of Acceptance Form D
TBD	<p>Training (Milestone 5)</p> <ul style="list-style-type: none"> • System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes. • System administrators are able to complete new configuration items with minimal assistance from PerfectMIND. • End users have been trained on all aspects of the system and can complete tasks within the system. • Training materials and online learning center access have been delivered 		\$25,500	Upon completion of Acceptance Form E

THE CORPORATION OF THE CITY OF LONDON

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Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
TBD	<p>User Acceptance Testing (Milestone 6)</p> <ul style="list-style-type: none"> • System functions • Work flows and business rules • Reports 		\$30,000	Upon completion of Acceptance Form F
To be mutually agreed upon after Discovery Milestone	<p>Go-live (Milestone 7)</p> <p>The system is pushed to the Production environment.</p>		\$11,000	Upon completion of Acceptance Form G
	Total	\$108,800	\$143,500	

Acceptance Form A- Project Kickoff (Milestone 1)

Purpose

The purpose of the Project Kickoff Acceptance Form is to confirm that the project kickoff has occurred and the following deliverables are completed.

Deliverables

- Contract signature and execution
- Planning of the project kickoff/discovery session
- Resourcing and scheduling for the discovery phase
- Preliminary review of the requirements by the project team prior to the first meeting
- Creation of live production environment, which includes at a minimum:
 - Setup of Customer’s production environment on the cloud
 - System setups including backups and retentions
 - Database security setup
 - Setup of the monitoring tools and systems on Customer’s database
 - Basic configuration of the database with Parks and Rec Modules

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form B - Project Initiation (Milestone 2)

Purpose

The purpose of the Project Initiation Acceptance Form is to confirm that the project initiation is complete.

Deliverables

- Discovery phase, which will inform the detailed work breakdown structure and includes:
 - Existing database system discovery
 - Business process review and gap analysis
 - Activity registration overview
 - Facility configuration overview
 - Membership management overview
 - Store and point of sale overview
 - Marketing overview
 - Accounting configuration

The Discovery phase may involve multiple meetings and communications to clarify and assist PerfectMIND in understanding the above areas further.

- Project work breakdown structure includes:
 - Tasks and durations
 - Scheduling
 - Resourcing and assignments
 - Dependencies
- Initiation of tasks listed under “Scope/Project Management and Planning” above, which includes:
 - Communications requirement
 - Project reporting requirements including the frequency and details of the status reports
 - Issue list/tracker requirements

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form C – Software Configuration and Reports (Milestone 3)

Purpose

The purpose of the Software Configuration and Reports Acceptance Form is to confirm that the software and reports configuration is complete.

Deliverables

- Application configuration and setup
- Security and roles configuration
- Setup workflows and business rules
- Configuration and creations of the reports

The work was completed on _____ and accepted by Customer. _____

Accepted by:

(City of London): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form D – Data Conversion Plan and Security Audit (Milestone 4)

Purpose

The purpose of the Data Conversion Acceptance Form is to confirm that the data conversion plan is complete and Accepted by Customer.

Deliverables

The data conversion plan is completed and Accepted by Customer.

Acceptance Criteria:

PerfectMIND has provided a detailed Data Conversion Plan that, at a minimum includes:

- Provide our 3rd party certification from an accredited auditor who signs off on the quarterly assessments in accordance with PCI Level 1 certification. Should the City wish to conduct their own Penetration or Security assessment, this can be agreed to however, the cost of this testing and the additional testing environment cost would be the responsibility of the City.
- Description of PerfectMIND’s data conversion methodology and tools
- Identification of data sources
- Method of supplying data
- Conversion schedule, including on-site and webinar reviews and planned iterations test conversions
- Roles and responsibilities, resources required
- Testing process
- Issue reporting process
- Documentation to be used for field mapping from legacy data sources to the system’s database
- Documentation to be used for data transformations from legacy data code tables to system’s database code tables
- Options for treatment of exceptions
- Final data conversion timetable that includes the minimum number of data conversion iterations

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____

Date: _____

Title: _____

(PerfectMIND): _____

Date: _____

Title: _____

Acceptance Form E - Training (Milestone 5)

Purpose

The purpose of the Training Acceptance Form is to confirm that the training is complete.

Deliverables

The training plan is complete and specifies the training schedule and curriculum for the recipients of system administrator training and end-user training.

Customer will confirm the following:

- System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.
- System administrators are able to complete new configuration items with minimal assistance from PerfectMIND.
- End users have been trained on all aspects of the system and can complete tasks within the system.
- Training materials and online learning center access have been delivered.

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____

Date: _____

Title: _____

(PerfectMIND): _____

Date: _____

Title: _____

Acceptance Form F – User Acceptance Testing (Milestone 6)

Purpose

The purpose of the User Acceptance Testing Form is to confirm that the system testing is complete and the system is functional.

Deliverables

The test plan including test scripts, schedule, roles and responsibilities, and definitions of passed/failed test is provided to Customer and Customer is coached through the testing phase. Customer will conduct a complete test on the system to ensure the following is tested and passed:

- System functions
- Work flows and business rules
- Reports

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

THE CORPORATION OF THE CITY OF LONDON

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Acceptance Form G - Go-Live (Milestone 7)

Purpose

The purpose of the Final Acceptance Form is to confirm that the system is operational.

Deliverables

The final data conversion has been completed and the system is pushed to the Production environment.

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____

Date: _____

Title: _____

(PerfectMIND): _____

Date: _____

Title: _____

SCHEDULE E – CRITICAL GO-LIVE ITEMS

Fixed reservation time progression

- The option will exist to enforce facility calendar reservation times to follow a specific progression/schedule beginning with the facility open time (e.g. if facility opens at 6:15 the earliest available reservation opportunity must begin at 6:15)
- Reservation progression increments will be based upon default reservation time units for the available service(s) attached to facility (e.g. if there are one hour increments for the service and the open time is 6:15, each reservation for that service must start and end at 15 minutes after the hour)
- The progression must maintain the incremental times around reservation gaps (e.g. if a reservation exists from 9:15 to 10:15 anyone attempting to do a reservation after 11:00 will be forced to begin the reservation at 11:15 ensuring a full incremental gap between reservations).
- Reservation progression restrictions must apply both to online users and front desk staff.

Fees: Future Effective Dates

- Staff will have the ability to add fees with a future effective date to all POS items (in addition to current fees).
- Staff will have the ability to add fees with a future effective date to all memberships (in addition to current fees).
- Staff will have the ability to add fees with a future effective date for all facilities/reservation services (in addition to current fees).
- Future effective dates will not be restricted to a current calendar year.
- Current fees will automatically be replaced upon activation of future dated fees.
- Fee amounts will remain adjustable before and after activation.

Open price items

- Staff will have the ability to create a POS item with no assigned price. When selected for sale, front desk staff will be prompted to enter a sale amount for the item (or can easily modify a base price).
- Open priced items may be created as either an inventory or non-inventory item.
- Open priced items may be created as a taxed or non-taxed item.

- Staff will be able to link a questionnaire to any open price item as they would with any other inventory or non-inventory item.
- Staff will be able to refund any open priced item.

Open refund ability/ Discretionary refund

- This will not be an item delivered for the City's go-live. However, PerfectMind will include the City as a stakeholder for the creation of this feature when development begins.

Floating 12-month qualification period:

- Clients qualifying for subsidy will be assigned a twelve-month qualification period beginning on the date of qualification and lasting for 365 days from the start date.
- The qualification period will not be dependent on or linked to any calendar year limitations and may cross over year-end dates.
- Subsidy usage from such allocation periods will be attributed to the calendar year in which the subsidy transaction occurs rather than to the year in which the allocation was assigned.

Subsidy Allocation Amount Alteration

- Staff with sufficient security privileges will have the ability to manually adjust (increase or decrease) the amount of a customer's subsidy allocation at any point during a qualification period. Initial allocation will initially default to the pre-set subsidy program amount but may be altered at time of allocation. (see associated document for greater detail)

Subsidy Allocation termination

- Staff with sufficient security privileges will have the ability to terminate a subsidy allocation at any point prior to the set expiration date of the allocation.

Multiple Subsidy Client/ Single Transaction

- When including activity registrations or membership sales for multiple subsidy eligible customers in a single transaction (such as multiple members of the same family) each subsidy expenditure will be charged to the allocation of the customer associated with each sale or registration, not the customer identified as the payer for the overall transaction.

Subsidy Allocation duration/ end-date alteration

- Staff with sufficient security privileges will have the ability to manually alter the end date of a subsidy allocation, effectively shortening (or lengthening) the allocation period from its 12-month default setting.(see associated document for greater detail)

Linked dependent activities

- Staff will have the ability to link activities/events in a child/parent relationship making registration in a child activity dependent upon first registering a client in the parent activity.
- Staff will have the ability to link more than one optional child activity to one parent activity.
- Staff will have the ability to create multiple levels of parent/child dependency so that the child of one linkage may also function as the parent of another linkage.
- Registration in a child activity will be available during the same transaction as registration in the parent activity.
- Withdrawal from any parent activity will be prevented until withdrawal from any registered child activity is complete. All may be withdrawn during the same transaction.

Future due dates

- Staff will have the ability to apply a future payment due date to any single activity registration in a multi-registration transaction.
- Staff will have the ability to apply unique future payment due dates to multiple individual registrations included in a multi-registration transaction.
- Staff will not be limited to the number of registrations in a single transaction to which they may assign a unique payment due date.

Amend registration payment to subsidy

- Staff will have the ability to amend an activity or membership registration which has been previously paid.
- Staff will have the ability to remove the existing payment, without cancelling the registration, resulting in an amount due which can then be paid using the client's subsidy allocation.
- The client's subsidy allocation period does not need to predate the activity/membership registration.
- The cancelled payment will be available as an account credit which may be refunded at any point.

Schedule B

Contract Extension Agreement

Dated _____

BETWEEN:

PERFECTMIND INC.
("PerfectMind")

– and –

THE CORPORATION OF THE CITY OF LONDON
(the "Customer")

WHEREAS:

- A. The Customer and PerfectMind entered into an agreement dated April 4th, 2018 (the "Original Agreement") for the provision of PerfectMind Software as a Service;
- B. The parties hereby agree to extend the term of the Original Agreement in accordance with the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Extension Agreement and other consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

1. Definitions

1.1. Any capitalized term not expressly defined in this Extension Agreement shall have the meaning ascribed to it in the Original Agreement.

2. Extension

The Original Agreement will expire on August 7, 2023 ("Original Term"). Except to the extent otherwise provided in this Extension Agreement, the Original Agreement will be extended on the same terms and conditions for an additional five (5) year period (such period, the "Extended Term" and together with the Original Term, the "Term"), which will begin immediately on the expiry of the Original Term. As per Section 5.1 (b) of the Original Agreement, this Extended Term is the first of up to (2) additional periods of up to 5 years each. At least sixty (60) days prior to the expiration of the Extended Term, the Customer in its sole discretion may extend this agreement for the second of (2) additional periods of up to 5 years ("Additional Term"). At the expiration of the "Additional Term", the Term will be automatically renewed for successive one year periods (each, an "Additional Term") unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

3. Fees

The Platform use fee during the Extended Term will be as set out in the payment schedule attached hereto in Exhibit A, payable by Customer in advance at the beginning of each 12month period. The Platform use fee payable by Customer during any Additional Term will be the same as the fees for the last year during the prior term unless PerfectMind has given Customer written notice of a pricing change at least 90 days before the end of such prior term, in which case the new fee will be effective upon renewal and thereafter. PerfectMind covenants that it will not increase the platform use fees payable by Customer during an Additional Term by more than 25% over the fees payable by Customer during a prior term, provided that there is no material change in Customer's number and size of facilities,

revenue from facilities, volume of the transactions processed, number and types of users of the Platform, number and types of members, and usage of features and functionalities within the Platform.

4. Conflict

The provision of this Extension Agreement shall form part of the Original Agreement. Except to the extent otherwise amended in this Extension Agreement, all other terms and conditions of the Original Agreement shall remain the same, provided that in the event of a conflict between the provisions of this Extension Agreement and those of the balance of the Original Agreement, the terms and provisions of this Extension Agreement shall supersede those provisions of the balance of the Original Agreement with which they conflict.

TO WITNESS THEIR AGREEMENT, the parties have duly executed this Extension Agreement as of the date first above written.

PERFECTMIND INC.

THE CORPORATION OF THE CITY OF LONDON

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT A

Extended Term

Year Six (August 8th, 2023 to August 7th, 2024): \$130,560
Year Seven (August 8th, 2024 to August 7th, 2025): \$130,560
Year Eight (August 8th, 2025 to August 7th, 2026): \$130,560
Year Nine (August 8th, 2026 to August 7th, 2027): \$130,560
Year Ten (August 8th, 2027 to August 7th, 2028): \$130,560

Bill No. 190
2023

By-law No. A.- _____ - ____

A by-law to approve and authorize the execution of the Ontario Transfer Payment Agreement between His Majesty the King in right of the Province of Ontario, as represented by the Minister of Citizenship and Multiculturalism for the Province of Ontario and The Corporation of the City of London for the provision of funding for the Anti-Hate Response Pilot.

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

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

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* 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 the financial management of the municipality and the health, safety, and well-being of persons;

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

1. The Ontario Transfer Payment Agreement for the Anti-Hate Pilot Project between His Majesty the King in right of the Province of Ontario, as represented by the Minister of Citizenship and Multiculturalism and The Corporation of the City of London for the provision of funding for the Anti-Hate Response Pilot substantially in the form attached as Schedule "A" to this by-law, is hereby authorized and approved.

2. The Mayor and the City Clerk are hereby authorized to execute the Ontario Transfer Payment Agreement approved in section 1 of this by-law.

3. The City Manager, or their written delegate, is delegated the authority to approve and execute any amending agreements to the Ontario Transfer Payment Agreement if they are consistent with the requirements of the Ontario Transfer Payment Agreement approved in section 1 of this by-law and do not require additional funding or are provided for in the City's current budget and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.

4. The City Manager, or their written designate, is delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Funds specified in the Ontario Transfer Payment Agreement as approved in section 1 of this by-law.

5. The City Manager, or their written designate, is delegated the authority to undertake the necessary inquiries of all internal Service Areas and, if appropriate based on those inquiries, to execute the Attestation from the City of London regarding compliance with the Ontario Human Rights Code as required by the Province for the purposes of the Transfer Payment Agreement.

6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Schedule "A"

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 29th day of June, 2023

BETWEEN :

**His Majesty the King in right of Ontario
as represented by the Minister of Citizenship and
Multiculturalism**

(the "Province")

- and -

The Corporation of the City of London

(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship and
Multiculturalism**

June 7, 2023

Date



Name: Parm Bhatthal
Title: Assistant Deputy Minister
Anti-Racism Directorate

The Corporation of the City of London

Date

Name: Josh Morgan
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Michael Schulthess
Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power

to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

- (ii) terminate the Agreement pursuant to section A12.1.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content

requirements set out in Schedule “F”;

- (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents

wherever they are located;

- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A11.1.0 TERMINATION WHERE NO APPROPRIATION

A11.1.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A11.1.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A11.1.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A11.1.2(b).

A11.1.3 No Additional Funds. If, pursuant to section A11.1.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);

- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the

Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in

excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule "B", or

as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A11.1.2, A11.1.3, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$500,000
Expiry Date	July 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Ahila Poologaindran, Director, Program and Evaluation, Anti-Racism Directorate</p> <p>Address: 1075 Bay St, Toronto ON, M5B 2B2</p> <p>Fax: 416 285 2972</p> <p>Email: ahila.poologaindran@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Rumina Morris, Director, Anti-Racism and Anti-Oppression</p> <p>Address: 300 Dufferin Avenue, London ON, N6A 4L9</p> <p>Fax: 519 661-2354</p> <p>Email: rumorris@london.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: Anna-Lisa Barbon</p> <p>Address: 300 Dufferin Avenue, London ON N6A 4L9</p> <p>Fax: 519 661-5392</p> <p>Email: abarbon@london.ca</p>

1. Section A7.5 of Schedule “A” to the Agreement is hereby deleted and replaced with the following:

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) save and except for documents or their content protected by legal privilege, inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**SCHEDULE “C”
PROJECT**

PROJECT OVERVIEW – Anti-Hate Response Pilot

The Recipient will use the Funds for a local project to support residents and community members in London, Ontario with the following two-pronged approach as set out in greater detail in the work plan below under section 1.0 (the “Work Plan”):

1. Establish an external centralized online portal for anti-hate resources; and
2. Develop and deliver a local anti-hate public education and awareness campaign.

The Recipient will work in close consultation with the Province to ensure the project aligns with the Province’s mandate. The Recipient will ensure the Province has an opportunity to provide feedback to the Recipient on activities and requirements as set out in the Work Plan.

1.0 WORK PLAN

Activity	Requirement(s)	Timeframe
<p>Establish a Steering Committee</p> <p>The Recipient will create a local steering committee to spearhead the project and consult, advise and assist on material development as well as planning, coordination and promotion.</p>	<p>The Recipient will establish one local steering committee with up to 13 members.</p> <p>The Recipient will provide the final list of steering committee members to the Province and/or a terms of reference for the steering committee as part of first Quarterly Report (see Schedule “F”).</p> <p>The following community partners will be approached to gauge their interest in being part of the steering committee:</p> <ul style="list-style-type: none"> • London Police Services • Educational institutions and school boards • Non-profit organizations • Ethnocultural groups • Private sector businesses and organizations • London & Middlesex Local 	<p>July 2023 - May 2025</p>

	<p>Immigration Partnership (LMLIP)</p> <ul style="list-style-type: none"> • Réseau en immigration francophone centre-sud-ouest 	
Project Research and Design	<p>Upon the establishment of the steering committee the following actions will be taken:</p> <ol style="list-style-type: none"> 1. Recruitment of one full-time staff to implement the project 2. Research of best practices for online portals and campaign 3. Hiring of the website vendor and marketing company 4. Conduct privacy impact assessment 	August 2023 – December 2023
1. Centralized Online Portal		
<p>Online Portal Development</p> <p>The Recipient will establish an external centralized online portal for anti-hate and anti-racism resources.</p>	<p>The Recipient will create one external centralized online portal with anti-hate resources. The centralized online portal will include a library of at least 20 existing resources and scalable tools, as well as at least 20 new resources to address anti-racism and anti-hate including resources, videos, and bystander tips.</p> <p>The Recipient will collaborate with the following community partners for development of the portal and outreach to promote the portal:</p> <ul style="list-style-type: none"> • London Police Services • London & Middlesex Local Immigration Partnership (LMLIP) • Réseau en immigration francophone centre-sud-ouest • Other community partners to be determined <p>The Recipient will provide progress updates on the development and promotion of the online portal to the Province as part of the</p>	January 2024 – June 2024

	Quarterly Reports, or as requested by the Province.	
Online Portal Promotion	<p>The Recipient will develop a promotional and information package to be delivered throughout London to promote the online portal. The training package will be sent to at least 13 partner local community organizations.</p> <p>The Recipient will provide a copy of the promotional and information package to the Province prior to disseminating. The Province will provide feedback to the Recipient, if any, by e-mail or meeting.</p>	July 2024 – May 2025
2. Anti-Hate Public Education and Awareness Campaign		
Development of a Public Education and Awareness Campaign	<p>The Recipient will develop the following materials for the public education and awareness campaign:</p> <ul style="list-style-type: none"> • At least 5 billboards • At least 75 social media posts • At least 20 print materials (brochures, posters, flyers, etc.) • one campaign website <p>The Recipient will provide a copy of all public-facing materials of the campaign and the communications plan to the Province prior to the campaign launch and prior to the release of these materials to the public. The Province will provide feedback to the Recipient, if any, by e-mail or meeting.</p>	– January 2024 – June 2024
<p>The Recipient will develop a local anti-hate public education and awareness campaign.</p> <p>The public education and awareness campaign will raise awareness about the different forms of hate including hate incidents, ways for the public to report hate and supports for bystander intervention.</p> <p>The campaign would also address the intersectional identities of those who experience hate, including but not limited to; Indigenous, Black, Muslim, Jewish, racialized, 2SLGBTQQIA+, and newcomers.</p>		
Promotion of Public Education and Awareness Campaign	The campaign will be promoted through a variety of means including social media, print, and billboards.	July 2024 – May 2025

	The campaign will also be promoted by the steering committee members and community partners.	
<p>Project Evaluation</p> <p>The Recipient will evaluate success of the project through various evaluation tactics including targeted survey, focus groups and/or study.</p> <p>Project evaluation would measure progress towards several indicators, including increased sense of belonging for communities impacted by hate and discrimination, public familiarity with the online portal, public education and awareness campaign and evidence of more positive behaviours towards communities impacted by hate and discrimination.</p>	<p>The Recipient will host at least 10 focus groups to assess public response to</p> <ul style="list-style-type: none"> • Online portal • Public education and awareness campaign <p>The Recipient will distribute an online survey to at least 100 members of the public and assess public response to</p> <ul style="list-style-type: none"> • Online portal • Public education and awareness campaign <p>Additional evaluation strategies will also be recommended by the project steering committee. The Recipient will include results of the additional evaluation strategies in the Final Project Report.</p>	January 2025 – May 2025

3.0 EXPECTED OUTCOMES AND PERFORMANCE INDICATORS

Outcome #1: Increase education and awareness on anti-hate and anti-racism		
Initiatives	Performance Indicators	Expected Results
Develop and maintain a portal aimed at sharing information and resources related to anti-racism and anti-hate.	<ul style="list-style-type: none"> • # of times website is shared • # of places website is advertised • The quality and relevance of content • Content is accessible, easy to read, and useful 	<ul style="list-style-type: none"> • Individuals, municipalities, community partners and London & Middlesex Local Immigration Partnership (LMLIP) have accessible and digestible information relating to anti-racism and anti-hate • Website visitors have access to a “one-stop shop” for resources, videos, and bystander tips
Develop a local anti-hate public awareness campaign	<ul style="list-style-type: none"> • A reported increase by community partners in access of resources and supports by/for victims of hate • # of municipalities and LMLIP that have adoption of promotional materials • Analytic measures relating to visits 	<ul style="list-style-type: none"> • Residents are aware of the impacts of racism, hate ad discrimination. • A local coordinated and consistent approach to messaging relating to racism, hate and discrimination

	<p>to the website</p> <ul style="list-style-type: none"> • Website engagement / percentage of click-through on resources • Content is accessible and interactive • Promotional materials are widely distributed in public places, city-facilities, and other high-traffic areas, including in schools, community centres, hospitals, etc. 	
<p>Outcome #2: Increase capacity for municipal staff, local immigration partnership, and others working in anti-racism and anti-hate</p>		
Initiatives	Performance Indicators	Expected Results
<p>Develop and maintain a portal aimed at sharing information and resources related to anti-racism and anti-hate.</p>	<ul style="list-style-type: none"> • # of times and regions training package is disseminated and delivered • # of places website is advertised • Content is accessible, easy to read, high-quality, relevant and accessible • Ability to deliver training 	<ul style="list-style-type: none"> • Individuals, municipal staff, community partners and the LMLIP have accessible and digestible information relating to anti-racism and anti-hate • Website visitors have access to a “one-stop shop” for resources, videos, and bystander tips
<p>Outcome #3: City of London, residents and local partners have tangible tools for addressing hate and discrimination.</p>		
Initiatives	Performance Indicators	Expected Results
<p>Develop and maintain an online portal aimed at sharing information and resources related to anti-racism and anti-hate.</p>	<ul style="list-style-type: none"> • # of times website is shared • # of places website is advertised • The quality and relevance of content • Content is accessible, easy to read, and useful 	<ul style="list-style-type: none"> • Residents, City of London, community partners and the LMLIP have accessible and user-friendly information relating to anti-racism, and anti-hate. • Website visitors have access to a “one-stop shop” for resources, videos, and bystander tips
<p>Develop a local anti-hate public awareness campaign.</p>	<ul style="list-style-type: none"> • A reported increase by community partners in access of resources and supports by/for victims of hate • Adoption of promotional materials by City of London, community partners, and the LMLIP • Analytic measures relating to visits to the website. • Website engagement / % of click-through on resources 	<ul style="list-style-type: none"> • Residents are aware of the impacts of racism, hate and discrimination. • A local coordinated and consistent approach to messaging relating to racism, hate and discrimination.

	<ul style="list-style-type: none">• Content is accessible and interactive• Promotional materials are widely distributed in public places, city-facilities, and other high-traffic areas, including in schools, community centers, hospitals, etc.	
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**SCHEDULE “D”
BUDGET**

Overview – Budget

Funding Source	Year 1 – 2023-24	Year 2 – 2024-25	TOTAL
Province	\$209,346	\$290,654	\$500,000
City of London – In-Kind	\$65,500	\$65,500	\$131,000

Detailed Breakdown of Budget

Expenses	Funding Year 1 – 2023-24			Funding Year 2 – 2024-25		
	Province Funds	Other Sources of Funding (In-Kind)	Total	Province Funds	Other Sources of Funding (In-Kind)	Total
Project Expenses						
Salaries, fees and benefits for one FTE.	\$68,000	\$0	\$68,000	\$68,000	\$0	\$68,000
Project supplies	\$2,544	\$0	\$2,544	\$2,544	\$0	\$2,544
Project management	\$0	\$27,500	\$27,500	\$0	\$27,500	\$27,500
Consultant and Professional Expenses						
External audit	\$0	\$0	\$0	\$10,176	\$0	\$10,176
Graphic design	\$5,088	\$10,000	\$15,088	\$5,088	\$10,000	\$15,088
External media relations/marketing company	\$0	\$0	\$0	\$15,264	\$0	\$15,264
Website development and maintenance	\$81,408	\$15,000	\$96,408	\$81,408	\$15,000	\$96,408
External Evaluation	\$0	\$0	\$0	\$18,675	\$0	\$18,675
Travel and Meeting Space Rental Expenses						
Local travel for steering committee members	\$1,018	\$0	\$1,018	\$1,018	\$0	\$1,018

Meeting space rental for steering committee members	\$1,018	\$2,000	\$3,018	\$1,018	\$2,000	\$3,018
Honoraria for focus group participants	\$0	\$0	\$0	\$5,000	\$0	\$5,000
Refreshments – steering committee	\$0	\$1,000	\$1,000	\$0	\$1,000	\$1,000
Refreshments – focus group participants	\$0	\$0	\$0	\$1,500	\$0	\$1,500
Promotion/Communication Expenses						
Advertising	\$20,352	\$0	\$20,352	\$20,352	\$0	\$20,352
Publishing and printing	\$5,088	\$0	\$5,088	\$10,176	\$0	\$10,176
Website and campaign promotion	\$5,088	\$10,000	\$15,088	\$20,352	\$10,000	\$30,352
Audio-visual materials	\$5,088	\$0	\$5,088	\$10,176	\$0	\$10,176
Copyright fees	\$2,035	\$0	\$2,035	\$2,035	\$0	\$2,035
Interpretation	\$509	\$0	\$509	\$509	\$0	\$509
Translations	\$2,035	\$0	\$2,035	\$5,088	\$0	\$5,088
Administration and Supervision Costs						
Salaries and benefits for administrative employees	\$10,075	\$0	\$10,075	\$12,275	\$0	\$12,275
Total	\$209,346	\$65,500	\$274,846	\$290,654	\$65,500	\$356,154

**SCHEDULE “E”
PAYMENT PLAN**

Funds up to the Maximum Funds will be provided to the Recipient according to the following schedule, subject to and conditional upon compliance with the terms and conditions of this agreement:

PAYMENT DATE	PAYMENT AMOUNT
<p>Payment 1:</p> <p>Upon the Parties executing the Agreement and receipt and approval by the Province of the proof of insurance required under section A10.2 in Schedule “A”.</p>	\$209,346
<p>Payment 2:</p> <p>Upon receipt by the Province of the Interim Financial Report and Interim Progress Report pursuant to Schedule “F”, which are due on April 30, 2024.</p>	\$190,654
<p>Payment 3:</p> <p>Upon receipt by the Province of the final Quarterly Report pursuant to Schedule “F”, which is due on March 15, 2025.</p>	\$100,000
Maximum Funds	\$500,000

**SCHEDULE “F”
REPORTS**

1.0 **Reporting Schedule.** In accordance with section A7.1, the Recipient shall provide the Province with:

Name of Report	Report Due On:
<ul style="list-style-type: none"> • Quarterly Report 	Starting June 30, 2023, followed by every quarter thereafter until March 15, 2025
<ul style="list-style-type: none"> • Interim Financial Report • Interim Progress Report 	April 30, 2024
<ul style="list-style-type: none"> • Final Financial Report • Final Project Report 	Final Financial Report: June 16, 2025 Final Report: June 30, 2025

2.0 Report Details

2.1 Types of Reports

Quarterly Report: This is a report on the progress made by the Recipient on the activities and requirements set out in the Work Plan aspect of the Project described in section 1.0 of Schedule “A” from the start of the Project until March 15, 2025.

Interim Financial Report: This is a detailed breakdown of Project expenditures incurred by the Recipient from the start of the Project to April 30, 2024.

Interim Progress Report: This is a report on progress made by the Recipient on the Expected Outcomes and Performance Indicators aspect of the Project described in section 2.0 of Schedule “A” the start of the Project to April 30, 2024.

Final Financial Report: This is a detailed breakdown of Project expenditures incurred by the Recipient from the start of the Project to May 31, 2025.

Final Project Report: This is a report on progress made on the Work Plan including Expected Outcomes and Performance Indicators by the Recipient from

the start of the Project to May 31, 2025. This report should also include all products and/or programs produced with or as a result of the Funds.

2.2 No Personal Information to be Included. Reports should not include any personal information.

3.0 **Importance.** As the Province must review and analyze the Reports on a timely basis, the importance of submitting them on their due dates cannot be overstated. Failure to provide Reports in a complete and timely manner could impact future funding considerations for your organization.

Bill No. 191
2023

By-law No. A.- ____ - __

A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act* provides that a resolution in writing dealing with all matters required by this Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London Hydro Inc.;

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

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Annual Resolutions of the Shareholder of London Hydro Inc. for the fiscal year ended December 31, 2022, attached as Schedule "1" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on the 27th day of June 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

SCHEDULE “1”

LONDON HYDRO INC. (the “Corporation”)

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the “Act”) provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

FINANCIAL STATEMENTS

It is hereby acknowledged that the balance sheet of the Corporation as at December 31, 2022, and the other audited financial statements, together with Auditors’ Report, of the Corporation for the financial year ended on such date have been received by the undersigned shareholder of the Corporation.

ELECTION OF DIRECTORS

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the “Amended and Restated Shareholder Declaration”), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the first class expire at the annual meeting of shareholders held in 2023 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Second	Connie Graham	the close of the annual meeting of shareholders to be held in 2026 for the financial year ending December 31, 2025
Second	Guy Holburn	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025

CONFIRMATION OF CONTINUING TERMS

2. Each of the following persons, being directors that are members of the second, third and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

Third	Andrew Hrymak	The close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023
Third	Tania Goodine	The close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023
Fourth	Corrine Rahman	the term ending November 14, 2026

APPOINTMENT OF AUDITORS

2. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2023.

The Corporation of the City of London

By: _____
Name: Josh Morgan
Title: Mayor

By: _____
Name: Michael Schulthess
Title: City Clerk

APPENDIX “B”
Recruitment Process for Director Appointments

The following appointment process be established for the London Hydro Inc. Board of Directors; it being noted that the recruitment and nomination process shall be informed by foundational principals such as anti-racism, anti-oppression, inclusion and participation, good governance, leadership and accountability:

1. Upon a vacancy among the Board of Directors arising (whether or not due to expiry of a Director's term or another reason), with the advice of the Corporate Governance & Risk Management (CG&RM) Committee Chair, the Board Chair shall prepare a letter to the Mayor advising them of the Board vacancy(ies) to be in effect at the Annual General Meeting of the Shareholder or at some other defined date.
2. In anticipation of Board vacancies, London Hydro Inc. AND the City of London Clerk's office shall advertise or otherwise canvass for applicants to apply with their Cover Letter of interest and CV electronically to the City of London Clerk's office. Candidate advertisements shall include the applicant skills, knowledge and experience required by the London Hydro Board of Directors as well as a cut-off date for receipt at the office of the City Clerk.
3. The City Clerk's office will log in all responses and forward them to the attention of the London Hydro Corporate Governance and Risk Management Committee via the office of the London Hydro Inc. CEO.
4. London Hydro's CG&RM Committee will receive, review and shortlist all applications submitted by the cut-off date.
5. London Hydro's CG&RM Committee shall interview the shortlisted candidates. Fulfillment of board skill gaps, general qualifications criteria set out in Article 4.3 of the Shareholder Declaration and any other noted requirements shall be considered in a consistent, fair and equitable process, with a standard set of questions presented to each interviewed candidate.
6. The CG&RM Committee Chair may invite all Board members to attend the interviews. However, it is mandatory that the Class 4 Board member (City of London Shareholder Representative Director) be present at all candidate interviews.
7. For each vacancy, the CG&RM Committee may recommend to the Board one, or maximum two, applicants.
8. For each director vacancy, the Board may approve one of the CG&RM Committee's recommendations or propose an alternate candidate (provided the candidate's application had been received and logged by the City Clerk prior to the stated cut-off date). If an alternate candidate is proposed by the Board that had not previously been interviewed by the CG&RM Committee, the interview process as detailed in step 5 must be repeated for (only) the newly-proposed candidate and the results of the interview reported to the Board of Directors.
9. The final Board-selected candidate shall be submitted to the Shareholder as part of the Shareholder Resolution at the AGM OR at a special meeting of the Shareholder and in compliance with applicable notice and timing requirements. In this regard, the Board shall prepare the Shareholder Resolution setting out London Hydro's recommended candidate for election.
10. At each AGM, the Shareholder Resolution shall list the full slate of London Hydro's Board of Directors (incumbents and new Directors) for affirmation, reelection, or noted vacancies; wherein the vacancies are to be filled by a separate Resolution, as stated above, with an understanding that incumbent Board members shall continue to hold office until a successor is elected.

Bill No. 192
2023

By-law No. A.- _____ - ____

A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.

WHEREAS London & Middlesex Community Housing Inc. is incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16 (the “BCA”);

AND WHEREAS subsection 104(1)(b) of the BCA provides that a resolution in writing dealing with all matters required by the BCA to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the BCA relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London & Middlesex Community Housing Inc.;

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

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. for the fiscal year ended December 31, 2022, attached as Schedule “1” are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

**SCHEDULE “1”
LONDON & MIDDLESEX COMMUNITY HOUSING INC.
(the “Corporation”)**

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the “Act”) provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolution, signed by the sole shareholder of the Corporation entitled to vote thereon, is hereby passed pursuant to the Act:

FINANCIAL STATEMENTS

It is hereby acknowledged that the balance sheet of the Corporation as at December 31, 2022, and the other audited financial statements, together with Auditors’ Report, of the Corporation for the financial year ended on such date have been received by the undersigned shareholder of the Corporation.

ELECTION OF DIRECTORS

WHEREAS pursuant to the Declaration of the Sole Shareholder, the board of directors of the Corporation shall consist of eleven directors, eight of which shall be composed of various classes of directors, each serving for a three-year term, the ninth, tenth and eleventh members of the fourth class shall serve as the representatives of the municipal council of The Corporation of the City of London and The Corporation of the County of Middlesex;

AND WHEREAS the terms of the directors that are members of the second class expire at the annual meeting of shareholders held in 2018 pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first class pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder, is hereby **elected** as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

Class	Director	Term
Second	Vacant (Tenant)	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024

CONFIRMATION OF CONTINUING TERMS

2. Each of the following persons, being directors that are members of the first, second, third and fourth class, as provided for below, pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder, is hereby **confirmed** as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

Class	Director	Term
First	John Corboy	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
First	Philip Squire	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
Second	Shellie Chowns	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
Third	Cara Awcock (Tenant)	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Third	Gary Bezaire	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Fourth	Councillor Hadleigh McAlister	The term ending November 14, 2026
Fourth	Councillor Shawn Lewis	The term ending November 14, 2026
Fourth	Colin Grantham (County of Middlesex)	The term ending November 14, 2026

APPOINTMENT OF AUDITORS

4. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2023.

The Corporation of the City of London

By: _____
Name: Josh Morgan
Title: Mayor

By: _____
Name: Michael Schulthess
Title: City Clerk

Bill No. 193
2023

By-law No. A-54-23_____

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to repeal and replace Schedules “A-2” through to “A-22” and “A-26” through to “A-27”.

WHEREAS section 434.1 of the Municipal Act and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to contraventions of designated by-laws under the Administrative Monetary Penalty System By-Law;

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

1. That Schedules “A-2”, “A-3”, “A-4”, “A-5”, “A-6”, “A-7”, “A-8”, “A-9”, “A-10”, “A-11”, “A-12”, “A-13”, “A-14”, “A-15”, “A-16”, “A-17”, “A-18”, “A-19”, “A-20”, “A-21”, “A-22”, “A-26”, By-law No. A.54 be amended to **DELETE** the sentence “*At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences*” and “A-Schedule 27” be amended to **DELETE** “*fines may be doubled for any and all subsequent repeat offences*”.
2. That Section 3.3 of By-law No. A-54, “PENALTY NOTICE” be amended to **ADD** the following sentence:
 - (i) “*At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.*”
3. That Schedule “A-2”, “A-16”; and “A-23”; be repealed and replaced with the attached Schedules “A-2”, “A-16”; and “A-23”.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023,

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Schedule "A-2"

Penalty Schedule for Traffic and Parking By-law, Idling Control By-law, and Unauthorized Area Parking By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.

3. Column 4 in the following table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1.	Park - facing wrong way	6(1)	\$50
2.	Stop in traffic lane	9(1)(a)	\$70
3.	Stop in prohibited area - signed	9(2)	\$70
4.	Stop on sidewalk	9(1)(b)	\$70
5.	Park between sidewalk and roadway	10(1)(a)	\$45
6.	Park on boulevard	10(1)(b)	\$65
7.	Park in front of driveway access	10(1)(c)	\$65
8.	Park in front of lane	10(1)(c)	\$65
9.	Stop within an intersection	10(1)(c)	\$65
10.	Park within 2 metres of fire hydrant	10(1)(d)	\$110
11.	Stop on crosswalk	10(1)(d)	\$65
12.	Park more than .3 metres from right hand edge of roadway	6(1)	\$50
13.	Park within 6 metres of crosswalk at intersection	10(1)(e)	\$50
14.	Park - obstructing traffic	10(1)(f)	\$70
15.	Park - prevent removal of previously parked vehicle	10(1)(g)	\$45
16.	Park prohibited - 3:00 am to 5:00 am	10(1)(h)	\$50
17.	Park - obstruct ramp or maneuvering area	10(1)(i)	\$45
18.	Park within 15 metres of signal-controlled intersection	10(1)(j)	\$65
19.	Park - on roadway longer than 18 hours	10(1)(k)	\$50
20.	Park - on shoulder longer than 18 hours	10(1)(k)	\$50
21.	Angle park - not within pavement markings	7(1)(a)	\$45
22.	Park - signed prohibited area	11(1)	\$50
23.	Angle park - exceeds 60 degrees	7(1)(b)	\$45
24.	Stop - in bus stop	12(1)	\$70
25.	Stop - in paratransit stop	12(3)	\$110
26.	Park - in taxi stand	13(1)	\$50

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
27.	Stop – in taxi stand	13(1)	\$70
28.	Park - in a loading zone	14	\$50
29.	Park - where restricted	15(1)	\$50
30.	Park - over time limit	16(1)	\$40
31.	Park vehicle without valid Residential Parking Pass displayed	17(1)	\$45
32.	Angle Park where not permitted	18	\$45
33.	Angle Park with load extending	7(2)(a)	\$45
34.	Stop in rush hour route	19(a)	\$70
35.	Park motorcycle more than 45-degree angle	20(1)	\$45
36.	Park heavy truck on prohibited street	30(2)	\$110
37.	Park school bus not in designated School Bus Zone	32(2)	\$45
38.	Park school vehicle not in designated School Bus Zone	32(2)	\$45
39.	Park outside designated parking space in meter zone on street	43(1)	\$45
40.	Park more than one vehicle in parking space	44(1)	\$45
41.	Park in parking meter zone without payment	46(1)	\$35
42.	Park in parking meter zone exceeding maximum period allowable on street	46(2)	\$40
43.	Park exceeding maximum period allowable	49 (1)	\$50
44.	Angle Park vehicle attached to trailer	7(2)(b)	\$45
45.	Park outside designated space - Metered Lot	58(1)	\$50
46.	Park vehicle in reserved parking space – Metered Lot	60(4)	\$50
47.	Park vehicle exceeding 6.1 metres in length	61	\$45
48.	Park outside designated space - unmetered lot	64	\$50
49.	Park motor vehicle over time limit - unmetered lot	65	\$45
50.	Park during prohibited hours - unmetered lot	66(2)	\$45
51.	Park vehicle exceeding 6.1 metres in length - unmetered lot	67	\$45
52.	Angle Park obstructing traffic	7(2)(c)	\$65
53.	Stop in fire route	75(1)	\$110
54.	Park in fire route	75(2)	\$110
55.	Park in designated accessible space on street	76	\$385

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
56.	Park in designated accessible space off street	80(1)	\$385
57.	Use a defaced or altered identifying marker	78(b)	\$205
58.	Use an identifying marker in the absence of the person to whom it was issued	78(c)	\$205
59.	Park unlicensed vehicle on highway	81	\$65
60.	Park unlicensed vehicle on parking space	81	\$65
61.	Park vehicle in privately-owned parking lot exceeding maximum period allowable	82	\$65
62.	Park vehicle in privately-owned parking facility exceeding maximum period allowable	82	\$65
63.	Park vehicle in privately-owned parking lot without authorization	82(1)	\$65
64.	Park vehicle in privately-owned parking facility without authorization	82(1)	\$65
65.	Park vehicle on privately-owned land not used as parking lot or parking facility without authorization	82(2)	\$65
66.	Park facing wrong way on one way street	8(1)	\$50
67.	Park vehicle on Corporation-owned or occupied land without authorization	84(1)	\$50
68.	Idle Motor Vehicle for more than 2 consecutive minutes	By-law PH-15, 3.1	\$65
69.	Idle Transit Vehicle for more than 5 consecutive minutes	By-law PH-15, 3.3	\$65
70.	Park in Unauthorized Area	By-law S-3, 2.1	\$65
71.	Permit parking in Unauthorized Area	By-law S-3, 2.2	\$65
72.	Park in parking space beyond time paid for	51(1)	\$40
73.	Stop in access aisle abutting accessible parking space	80(2)	\$385
74.	Park vehicle in electric vehicle parking space - not connected to charging station	11(3)	\$50
75.	Park a vehicle on a municipal parking lot without displaying the parking permit issued for that lot	60(3)	\$45

Schedule "A-16"

Penalty Schedule for Sound By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.

3. Column 4 in the following table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1.	Make (unreasonable noise / noise likely to disturb inhabitants)	2.1	\$250
2.	Cause (unreasonable noise / noise likely to disturb inhabitants)	2.1	\$250
3.	Permit (unreasonable noise / noise likely to disturb inhabitants)	2.1	\$250
4.	Fail to comply with temporary noise permit terms and conditions.	4.4	\$250
5.	Contravene order to discontinue activity.	5.4	\$250

Schedule “A-23”

Penalty Schedule for Off-Street Parking By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.

3. Column 4 in the following table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1.	Park Motor Vehicle on Parking Space that does not comply with Parking Space requirements.	2.1	\$65
2.	Stand Motor Vehicle on Parking Space that does not comply with Parking Space requirements.	2.1	\$65
3.	Stop Motor Vehicle on Parking Space that does not comply with Parking Space requirements.	2.1	\$70

Bill No. 194
2023

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for the
City of London, 2016 relating to 340-390
Saskatoon Street.

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

1. Amendment No. ____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

**AMENDMENT NO.
to the
THE OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to amend existing Specific Policies 1078B_, of the Neighbourhoods Place Type of The Official Plan for the City of London.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 340-390 Saskatoon Street in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment will add office uses in the existing buildings until such time as the subject lands can be redeveloped for residential land uses as intended in the Neighbourhoods Place Type.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Specific Policy 1070B_ for the Neighbourhoods Place Type of The Official Plan for the City of London is amended by amending the following Specific Policy to read as follows:

340-390 Saskatoon Street

1070B_ In the Neighbourhoods Place Type at 340-390 Saskatoon Street, support offices, studios, warehouse establishments, business offices, service offices, professional offices, charitable organization offices, and business service establishments may be permitted in the existing buildings.

Bill No. 195
2023

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for the City of London, 2016 relating to 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue.

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

1. Amendment No. ____ to the Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Neighbourhoods Place Type and add the subject lands to Map 7 – Specific Policy Areas – of the City of London to permit an apartment building or mixed-use apartment building at an upper maximum height of 8-storeys, subject to the policies for Zoning to the Upper Maximum contained in the Our Tools part of this Plan, and the following additional criteria: the lands shall be assembled to form a minimum lot assembly of 0.68 hectares; and, any portion of a building permitted to increase to 8 storeys shall fit within a 45 degree angular plane measured from the north property line and a 60 degree angular plane measured from the east property line.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue in the City of London.

C. BASIS OF THE AMENDMENT

The site-specific amendment would allow for an apartment building or a mixed-use apartment building with an upper maximum height of 8-storeys. Additional criteria would require lot assembly and ensure the increased intensity fits within the character of the existing area and is appropriate for the site.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

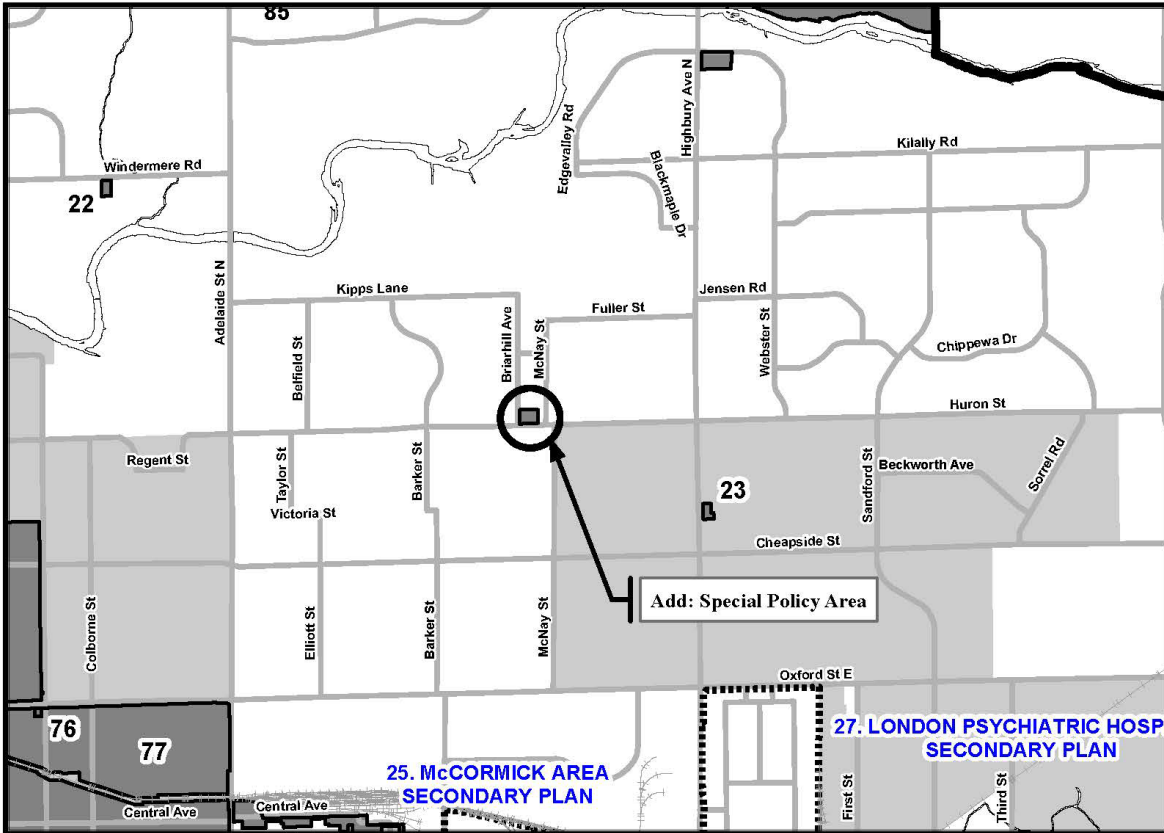
1. Specific Policies for the Neighbourhoods Place Type of The Official Plan for the City of London is amended by adding the following:

() 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue

In the Neighbourhoods Place Type applied to the lands at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue, an apartment building or mixed-use apartment building shall be permitted at an upper maximum height of 8-storeys, subject to the policies for Zoning to the Upper Maximum contained in the Our Tools part of this Plan, and the following additional criteria: the lands shall be assembled to form a minimum lot assembly of 0.68 hectares; and, any portion of a building permitted to increase to 8 storeys shall fit within a 45 degree angular plane measured from the north property line and a 60 degree angular plane measured from the east property line.

2. Map 7 - Specific Policy Areas, to The Official Plan for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue in the City of London, as indicated on “Schedule 1” attached hereto.





LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p>SCHEDULE # TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-9596</p> <p>PLANNER: CM</p> <p>TECHNICIAN: JI</p> <p>DATE: 5/12/2023</p>
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Bill No. 196
2023

By-law No. C.P.-1512()-____

A by-law to amend the Official Plan relating to
755, 785 & 815 Wonderland Road South.

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

1. Amendment No. _____ to the Official Plan, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Shopping Area Place Type and add the subject lands to Map 7 – Specific Policy Areas – of The Official Plan, to permit an increased height of 12 storeys (36m) along Wonderland Road South and Viscount Road.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 755, 785 and 815 Wonderland Road South in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the Provincial Policy Statement, 2020 and conforms to the in-force policies of The Official Plan, including but not limited to the Key Directions, Specific Area Policies and the Shopping Area Place Type. The recommended amendment will facilitate an expanded range of residential uses and mixed-use development in an existing settlement area.

D. THE AMENDMENT

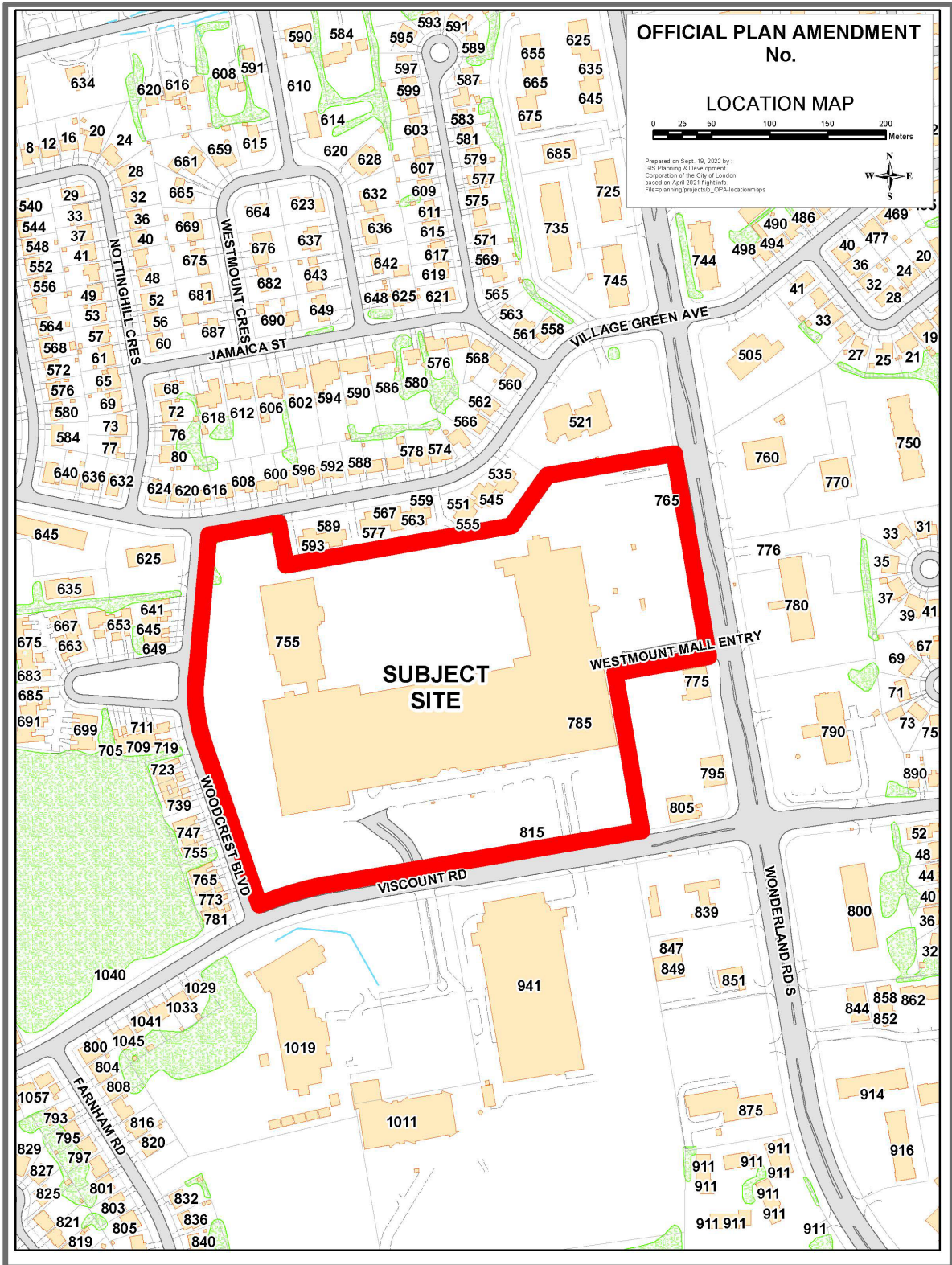
The Official Plan for the City of London is hereby amended as follows:

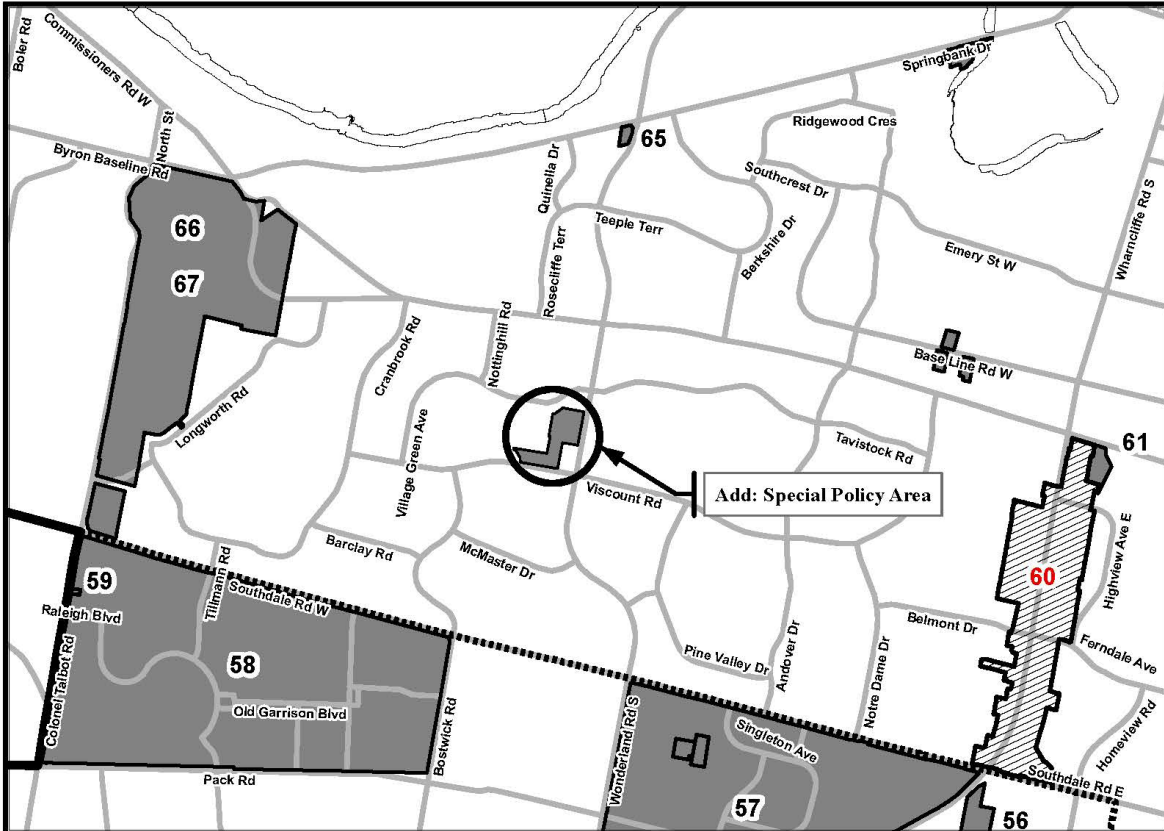
1. Specific Policies for the Shopping Area Place Type of The Official Plan for the City of London is amended by adding the following:

755, 785 and 815 Wonderland Road South in the City of London

A maximum height of 12 storeys (36m) is permitted within 145m (475 ft) distance from Wonderland Road South; and 75m (246 ft) from Viscount Road: extending from Wonderland Road South to the South Westmount Mall Entry.

2. Map 7 – Specific Policy Areas, to The Official Plan for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 755, 785 and 815 Wonderland Road South in the City of London.





LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p>SCHEDULE # TO OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-9565</p> <p>PLANNER: SW</p> <p>TECHNICIAN: JI</p> <p>DATE: 5/30/2023</p>
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Bill No. 197
2023

By-law No. -L.-131-_____

A by-law to provide for the Licensing and
Regulation of Various Businesses.

WHEREAS subsection 5(3) of the *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; 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 11 Business Licensing;

AND WHEREAS pursuant to the provisions of Part IV of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses;

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10 of the Act, a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all the businesses in that class to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence;
- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and,
- (g) require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any part of a system of licenses established by the municipality.

AND WHEREAS the Municipal Council for The Corporation of the City of London considers it necessary and desirable for the public to exercise its licensing powers for the purposes of:

- (a) Health and safety including health and safety of service providers, consumers, and patrons; and/or
- (b) Nuisance control; and/or
- (c) Consumer protection; and/or
- (d) Suppressing conditions conducive to crime;

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 Licence Manager and the Hearings Officer including without limitation the power to issue, revoke, suspend and impose conditions on a licence and prescribe operational standards to be imposed on licensees, including without limitation operational standards such as signage requirements, advertising requirements, hours of operation and records that are to be kept by licensees and the form and content thereof, 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:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control.

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts the following amendments to the Business Licensing By-law:

PART 1 – DEFINITIONS

- 1) *Replace the definition of “Police Record Check” with:*

“Criminal Record and Judicial Matters Check” (CRJMC) means a Criminal record and judicial matters check under the Police Record Checks Reform Act, 2015, which has been obtained directly from the local police service where the person resides, the Ontario Provincial Police (OPP), or an RCMP accredited third party agency.

- 2) *Add the following definition for “Vulnerable Sector Check”*

“Vulnerable Sector Check” means a “Vulnerable sector check” under the Police Record Checks Reform Act, 2015, which has been obtained directly from the local police service where the person resides, the Ontario Provincial Police (OPP), or an RCMP accredited third party agency.

PART 3 – PROHIBITIONS

- 3) *Replace Prohibitions, Subsections 3.2 through 3.5 as follows:*

3.2 No person shall operate a business that requires a licence under this By-law while a licence issued under this By-law for the same premises, person or persons, corporation, or officers of a corporation is under suspension, has been withheld, or is under review.

3.3 No person shall operate a business that requires a licence under this By-law at a location other than the location for which a valid licence has been issued.

3.4 No person shall operate a business that requires a licence under this By-law under any name other than the name on the licence issued under this By-law.

PART 4 – EXEMPTIONS

- 4) *Replace Subsection 4.1 with the following:*

4.1 Any exemptions regarding specific classes of licences or businesses shall be listed in the corresponding Schedules to this By-law, if applicable.

PART 6 – APPLICATION FOR LICENCES AND RENEWALS

5) *Replace the Section Title with: PART 6 – NEW LICENCE APPLICATION AND LICENCE RENEWAL*

6) *Replace Part 6, Subsections 6.1 through 6.3 with:*

6.1 Every application for a new licence, or renewal of an existing licence shall be made to the Licence Manager in the format specified herein. Without limitation every application for a new licence or licence renewal shall include the following:

Replace the following clauses:

(d) the municipal address of the premises where the business is located, if applicable;

(h) proof satisfactory to the Licence Manager that the premises where the business is located is permitted and/or conforms with the uses and regulations as per the City of London's Z.-1 Zoning By-law, or its successor.

6.2 Every person applying for or renewing a business licence shall provide in full at the time the application is submitted all the information requested on the application form as well as:

(a) payment of the fee(s) prescribed in "Part 10 – Fees" of this By-law.

(b) proof satisfactory to the Licence Manager that the Applicant or Licensee has contractual or proprietary interest in the land(s), building(s), vehicle(s), or other property, equipment, training, etc. which are, in the opinion of the Licence Manager, necessary to sufficiently carry on the business.

(c) if the Applicant or Licensee is a corporation, provide;

i) a copy of the articles of incorporation when applying for new licence applications;

ii) at the time of licence renewal, a "Corporation Profile Report" dated no later than fifteen (15) days prior to the date of the licence renewal application.

6.3 The Licence Manager may require affidavits in support of an application for a new business licence or the renewal of a business licence.

7) *Amend PART 7 – ISSUANCE OF LICENCES, Section 7.1 subsection (d) as follows:*

7.1 (d) the municipal address of the premises where the business is located, if applicable.

7.2 Every licence that is issued for the first time, and every renewal thereof, is subject to the following conditions for obtaining, continuing to hold, and renewing a licence, all of which shall be performed and observed by the Owner, Applicant, or the Licensee as required:

(a) pay all licence fees prescribed in Section 10 of the By-law;

(b) pay all fees, fines, and penalties owed by the Owner, Applicant, or Licensee to the City;

(c) allow, at any reasonable time, the city to inspect the premises used for the business;

(d) ensure that the premises and equipment used for the business are not constructed, installed, or equipped to hinder enforcement of this By-law;

(e) ensure that their conduct, or the conduct of any partner, officer, director, employee, or agent for the Applicant or Licensee, shall not afford reasonable

cause to believe that the operation of the business shall not be undertaken in accordance with all applicable laws, with honesty, and integrity;

- (f) maintain the premises where the business is located or operates, including all equipment used for the business, in accordance with the requirements of, but not limited to, the *Building Code Act* and its Regulations, the *Fire Protection and Prevention Act, 1997* and its Regulations, the City's Property Standards By-law No. CP-16, or any successor legislation or by-laws;
- (g) ensure that any alteration to the premises where the business is located or equipment used by the business is done in accordance with the *Building Code Act* and its Regulations, the *Fire Protection and Prevention Act, 1997* and its Regulations, and the City's Property Standards By-law No. CP-16, or any successor legislation or By-laws;
- (h) ensure that the Zoning By-law permits the use at the location that the business is licenced for, or that it is operating from;
- (i) ensure that the operation of any business licensed under this By-law complies with all federal and provincial laws and municipal By-laws;
- (j) be able to demonstrate contractual or proprietary interest in the premises where, or within which, the business is to be operated that is sufficient, in the opinion of the Licence Manager, for the Applicant or Licensee to carry on the business;
- (k) meet all requirements of this By-law.

7.3A licence issued under this By-law shall be valid only for the period for which it is issued. Unless expressly stated on the face of the licence, all licences issued under this By-law shall expire annually on January 31 at 11:59 pm. An application for business license renewal shall submitted on or before the expiry date of the licence being requested for renewal.

7.4 The issuance of a licence or renewal thereof under this By-law is not intended and shall not be construed as permission or consent by the City for the Licensee to contravene or fail to observe or comply with any Federal, Provincial or Municipal law or By-law.

7.7 The Licensee shall notify the Licence Manager of any change to the name of the owner, the business name, or any information relating to their licence within fifteen (15) days following such change. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

7.8 Where the Licensee is a corporation, the Licensee shall notify the Licence Manager of any changes to the names or addresses of the business offices, officers or directors, the ownership of shares, or any other information relating to the corporation or the licence within fifteen (15) days following such change by providing an updated Corporation Profile Report. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

7.9 Where the Licensee is a partnership, an updated partnership agreement shall be provided to the Licence Manager if changes to the names or addresses of the partners, the composition of the partnership, or any information relating to the partnership occur by providing an updated partnership agreement within fifteen (15) days following such change. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

8) *Amend PART 8 – POWERS OF THE LICENCE MANAGER as follows;*

8.2 The Licence Manager shall issue a new licence or renew a licence when they are satisfied that all the requirements, terms, and/or conditions of this By-law have been fulfilled.

8.3 The Licence Manager may refuse to issue or renew, or revoke, or suspend a licence, and/or impose terms or conditions on a licence on the following grounds:

- (b) an Applicant or Licensee is carrying on activities that are in contravention of this, or any other Federal, Provincial, or Municipal Law or By-law;
- (c) there is reason to believe that the application or any documents provided to the Licence Manager by, or on behalf of, the Owner, Applicant, or Licensee contains false information.
- (d) that any information provided to the Licence Manager has ceased to be accurate and the Licensee has not provided current, accurate information to allow the Licence Manager to conclude that the licence should be issued or renewed;
- (e) If at any time an Applicant or Licensee does not meet all the requirements of this By-law, or any conditions imposed on the licence;

8.4 Notwithstanding any other provision of this By-law, the Licence Manager may impose terms and conditions on any licence at issuance, renewal, or any time during the term of the licence, including special conditions, as deemed necessary in the opinion of the Licence Manager to give effect to this By-law.

8.6 Where the Licence Manager has made a decision under section 8.5 of this By-law, the Licence Manager's written notice of that decision shall be given to the Applicant or the Licensee by regular or electronic mail sent to the last address provided by the Applicant or Licensee and written notice of the decision shall be deemed to have been given on the third day after it is mailed. Service on a corporation may be affected by registered mail to the address of the corporation's registered head office.

8.10 In addition to any other power, duty or function prescribed in this By-law or any Schedule to this By-law, the Licence Manager may make regulations under this By-law including:

- (b) prescribing the form of and minimum requirements for Criminal Record and Judicial Matters Checks (CRJMC), Vulnerable Sector Checks (VSC), and insurance policies as applicable; and

SCHEDULE 2 – ADULT ENTERTAINMENT BODY-RUB PARLOUR

The following amendments to this Schedule are recommended. All other Subsections remain:

5.0 APPLICATION FOR LICENCES AND RENEWALS

5.1 In addition to all the requirements of Part 6 of this By-law, every application for a new Adult Entertainment Body-Rub Parlour Owner and/or Operator licence and/or application for licence renewal shall include the following:

- (g) the municipal address of the location where the proposed Adult Entertainment Body-Rub Parlour will operate;
- (h) a Criminal Record and Judicial Matters Check dated within sixty (60) days of the application for licence for the Applicant, for any partner if the Applicant is a partnership, and - in the case of an Adult Entertainment Body-rub Parlour Owner licence - for any officer(s), director(s), or shareholder(s) of the corporation if the Applicant is a corporation; and,
- (i) in the case of an Adult Entertainment Body-rub Parlour Owner licence, a floor plan, drawn to scale, of the premises, confirmed by inspection by the Manager, Municipal Compliance & Animal Welfare Services and approved by the Licence Manager, that clearly shows that the Adult Entertainment Body-Rub Parlour, including any common areas, is not more than 225m² in size.

6.0 POWERS OF THE LICENCE MANAGER

- 6.1 (a) prescribing operational standards for Adult Entertainment Body-Rub Parlour Owners and Operators
- (d) prescribing the manner, form, and content of records to be kept by Adult Entertainment Body-Rub Parlour Owners and Operators under subsection 8.1(f) of this Schedule.

8.0 REGULATIONS

- 8.1 Every Owner of an Adult Entertainment Body-Rub Parlour shall:
- (b) post within, and keep posted in a prominent location, at every entrance to the Adult Entertainment Body-Rub Parlour, signs satisfactory to the Licence Manager which indicate clearly to any person entering, or already within the building, that no person under the age of eighteen (18) is permitted to enter or remain within the building or any part thereof.
- (f) maintain a detailed record of all Attendants employed by or within the Adult Entertainment Body-Rub Parlour as prescribed by the Licence Manager.

9.0 LOCATION REQUIREMENTS

- 9.2(1) (a) An Adult Entertainment Body-Rub Parlour shall not be located in a premises where residential uses are permitted, according to the City of London's Z.-1 Zoning By-law, or its successor;
- (b) An Adult Entertainment Body-Rub Parlour shall not be located within one hundred metres (100m) of lands which permit residential uses according to the City of London's Z.-1 Zoning By-law, or its successor;
- (c) Where an application for amendment to this Schedule has been made which seeks to add a new Adult Entertainment Body-Rub Parlour location to the Schedule, the location shall not be located within one-hundred metres (100m) of a school, a day-care centre, or a place of worship, existing on the date the application for amendment is accepted as complete as per Section 5.0 of this Schedule;
- 9.2(2) Separation distances prescribed in subsections 9.2(1)(b) and (c) of this Schedule shall be measured in any direction by a straight line from the closest point on the perimeter of the lot of the proposed Adult Entertainment Body-Rub Parlour to the nearest point on the perimeter of the lot where the residential uses are permitted, of the school, of the day-care centre, or of the place of worship.
- 9.3 Any request under section 9.1 of this Schedule shall be made to the Licence Manager and shall be accompanied by a complete application for an Adult Entertainment Body-Rub Parlour Owner licence.
- 9.4 The Licence Manager shall give notice of the application by mail to landowners and tenants within 120 meters of the proposed new location. A Notice of Application shall also be posted on the proposed premises. Public comments and recommendations shall be received by the Licence Manager in respect of the requested amendment. The public shall be granted a minimum of 30 (thirty) calendar days from the date of the notice to comment on the application.
- 9.5 Comments and recommendations received by the Licence Manager in response to the notice in section 9.4 of this Schedule, together with the application material prescribed in Section 9.3, and any additional information that the Licence Manager considers necessary or useful to Council, shall be submitted to the Community and Protective Services Committee for use at the public participation meeting described Section 9.6 for the Committee's recommendation to Council as per Section 9.7, and Council's decision.
- 9.6 Before the Community and Protective Services Committee makes a recommendation as per Section 9.7 regarding the request to amend Schedule 2A

of this By-law, the Committee shall hold at least one public meeting to allow the proponent, and any member of the public, to make written or oral submissions regarding the application.

- 9.7 Following the public meeting described in Section 9.6, the Community and Protective Services Committee shall make a recommendation to Council regarding the amendment application. The City Council shall make the final decision regarding amending Schedule 2A of this By-law.

SCHEDULE 3 – ADULT LIVE ENTERTAINMENT PARLOUR

The following amendments to this Schedule are recommended. All other Subsections remain:

5.0 APPLICATION FOR LICENCES AND RENEWALS

5.1 In addition to all the requirements of Part 6 of this By-law, every application for a new Adult Live Entertainment Parlour Owner and/or Operator licence and/or application for licence renewal shall include the following:

- (g) the municipal address of the location where the proposed Adult Live Entertainment Parlour will operate;
- (h) a Criminal Record and Judicial Matters Check dated within sixty (60) days of the application for licence for the Applicant, for any partner if the Applicant is a partnership, and - in the case of an Adult Live Entertainment Parlour Owner licence - for any officer(s), director(s), or shareholder(s) of the corporation if the Applicant is a corporation; and,
- (i) in the case of an Adult Live Entertainment Parlour Owner licence a floor plan drawn to scale of the premises, confirmed by inspection by the Manager, Municipal Compliance & Animal Welfare Services and approved by the Licence Manager, that clearly shows all patron area(s), walls, curtains, or other enclosures, and (maximum 2) designated Entertainment Areas.

9.0 LOCATION REQUIREMENTS:

- 9.2(1) (a) An Adult Live Entertainment Parlour shall not be located in a premises where residential uses are permitted, according to the City of London's Z.-1 Zoning By-law, or its successor;
- (b) An Adult Live Entertainment Parlour shall not be located within one hundred metres (100m) of lands which permit residential uses according to the City of London's Z.-1 Zoning By-law, or its successor;
- (c) Where an application for amendment to this Schedule has been made which seeks to add a new Adult Live Entertainment Parlour location to the Schedule, the location shall not be located within one-hundred metres (100m) of a school, a day-care centre, or a place of worship, existing on the date the application for amendment is accepted as complete as per Section 5.0 of this Schedule
- 9.2(2) Separation distances prescribed in subsections 9.2(1)(b) and (c) of this Schedule shall be measured in any direction by a straight line from the closest point on the perimeter of the lot of the proposed Adult Live Entertainment Parlour to the nearest point on the perimeter of the lot where the residential uses are permitted, of the school, of the day-care centre, or of the place of worship.
- 9.3 Any request under section 9.1 of this Schedule shall be made to the Licence Manager and shall be accompanied by a complete application for an Adult Live Entertainment Parlour Owner licence.
- 9.4 The Licence Manager shall give notice of the application by mail to landowners and tenants within 120 meters of the proposed new location. A Notice of Application shall also be posted on the proposed premises. Public comments

and recommendations shall be received by the Licence Manager in respect of the requested amendment. The public shall be granted a minimum of 30 (thirty) calendar days from the date of the notice to comment on the application.

- 9.5 Comments and recommendations received by the Licence Manager in response to the notice in section 9.4 of this Schedule, together with the application material prescribed in Section 9.3, and any additional information that the Licence Manager considers necessary or useful to Council, shall be submitted to the Community and Protective Services Committee for use at the public participation meeting described Section 9.6 for the Committee's recommendation to Council as per Section 9.7, and Council's decision.
- 9.6 Before the Community and Protective Services Committee makes a recommendation as per Section 9.7 regarding the request to amend Schedule 3A of this By-law, the Committee shall hold at least one public meeting to allow the proponent, and any member of the public, to make written or oral submissions regarding the application.
- 9.7 Following the public meeting described in Section 9.6, the Community and Protective Services Committee shall make a recommendation to Council regarding the amendment application. The City Council shall make the final decision regarding amending Schedule 3A of this By-law.

SCHEDULE 4 AUTOMOTIVE SERVICE BUSINESS

The following amendment to this Schedule is recommended. All other Subsections remain as is:

2.0 PROHIBITIONS

2.2 No Automotive Service Business shall charge any fee to an owner or for any motor vehicle that is kept, parked, or stored for the purposes of evaluation, repair, salvage, or other service(s) being performed, or to be performed, on a vehicle.

SCHEDULE 5 COMMERCIAL PARKING FACILITY

The following amendment to this Schedule is recommended. All other Subsections remain as is:

1.0 DEFINITIONS

1.1 In this Schedule:

“Commercial Parking Facility” means a non-accessory parking area or structure, other than a street, used for the temporary parking of two or more vehicles for profit or gain. This does not include a parking facility used exclusively for the parking of motor vehicles of customers, visitors, patrons, employees, students, clients, or patients of a business, educational facility, hospital, medical clinic, nor dental clinic.

SCHEDULE 7 DONATION BIN BUSINESS

The following amendment to this Schedule is recommended. All other Subsections remain:

2.0 APPLICATIONS FOR LICENCES AND RENEWAL

2.1 (b) a plan or drawing of the property which clearly depicts where the bin(s) will be located on the premises, to the satisfaction of the Licence Manager, and;

SCHEDULE 8 DOOR TO DOOR SALES

The following amendments to this Schedule are recommended. All other Subsections remain:

3.0 APPLICATIONS FOR LICENCES AND RENEWALS

- 3.1 In addition to all of the requirements set out in this By-law, every application or renewal for a Door-to-Door Sales licence shall include the following:
- (a) a Criminal Record and Judicial Matters Check for the Applicant, any partner if the Applicant is a partnership, or any officer and/or director of the corporation if the Applicant is a corporation dated no later than sixty (60) days prior to the application for a licence.

6.0 REGULATIONS

- 6.1 (c) obtain a Criminal Record and Judicial Matters Check each year for every person conducting Door to Door Sales on behalf of the Licensee;
- 6.1 (d) produce the Criminal Record and Judicial Matters Check required under subsection 6.1(c) of this Schedule to the Licence Manager or an Enforcement Officer immediately upon request.
- 6.1 (e) ensure that every person conducting Door to Door Sales on behalf of the business carries with them proof of the corresponding City of London business licence including information on how to contact the Door-to-Door Sales Licensee, and that the information is made available to anyone who requests it.

SCHEDULE 9 ELECTRONIC CIGARETTE AND TOBACCO RETAIL BUSINESS

The following amendments to this Schedule are recommended. All other Subsections remain:

1.0 DEFINITIONS

1.1 In this Schedule:

“Electronic cigarette” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3

“Electronic Cigarette Retail Business” means any person engaged in the business of selling electronic cigarettes, and/or e-substances;

“e-substance” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 as amended, or any successor legislation.

“Tobacco retail business” means any person engaged in the business of selling tobacco products; and/or tobacco product accessories;

“Tobacco product” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 or any successor legislation;

“Tobacco product accessories” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 or any successor legislation;

SCHEDULE 10 FOOD PREMISES

The following amendments to this Schedule are recommended. All other Subsections remain:

- Amend the title of the Schedule, adding an 'S' to the end of 'PREMISE'
- Replace every instance of the word "premise" in the schedule with "premises."

1.0 DEFINITIONS

1.1 In this Schedule:

Replace the definition of "Food Premise" with:

"Food Premises" means any place where food or drink intended for human consumption is prepared for sale, offered for sale, sold, or stored, for immediate consumption within, on, or off the premises.

SCHEDULE 13 PERSONAL SERVICES BUSINESS

The following amendment to this Schedule is recommended. All other Subsections remain:

1.0 DEFINITIONS

1.1 In this Schedule

"Personal Services" means any service where substances, instruments, tools or other equipment are applied to, any part of the human body for purposes of aesthetic, cosmetic or therapeutic treatment, where there is a risk of exposure to blood, or a public health risk including, but not limited to, hairdressing haircutting and barbering, tattooing and micropigmentation, body piercing, manicures, pedicures, tanning, hair removal, and;

SCHEDULE 18 SECOND-HAND GOODS AND SALVAGE YARD BUSINESSES

The following amendments to this Schedule are recommended. All other Subsections remain:

3.0 APPLICATION OF THIS SCHEDULE

3.1 This Schedule does not apply to:

- (a) The sale of goods for charitable purposes;
- (b) The sale of goods as part of a Household Sale/Garage Sale.

3.2 This Schedule does not apply to a business that primarily sells any of the following second-hand goods:

- (a) auto parts other than vehicle stereo systems;
- (b) books, magazines, comics, or other similar publications
- (c) clothing;
- (d) household goods, appliances, or furnishings;
- (e) music or movie media such as vinyl records, compact discs (CDs), digital video discs (DVDs) cassettes, or other formats of music or movies;
- (f) rugs or carpets;
- (g) sports, or non-sports, trading cards, collectibles, or memorabilia

4.0 APPLICATIONS FOR LICENCE AND RENEWALS

4.1 In addition to the licensing requirements of Part 6 of this By-law, every Salvage Yard and Second-hand Goods Business Licence application and application for Licence renewal shall include a Criminal Record and Judicial Matters Check for each officer if the applicant is a Corporation, each partner if the applicant is a Partnership, or the proprietor of a Sole Proprietorship, dated no more than sixty (60) days prior to the licence application.

6.0 PROHIBITIONS

- 6.3 No holder of a Salvage Yard or Second-hand Goods Business licence, or their employee(s), shall Acquire any goods, articles, or objects;
- (a) on which the serial number has been obliterated, altered, mutilated, or removed without the prior written approval of the London Police Service;
 - (b) from any person without first verifying their identity using two pieces of authentic, valid, current, government-issued identification, one of which shall include a photograph, in the presence of the person being verified;
 - (c) from any person who is, or who appears to be, under the age of eighteen (18) years of age, or;
 - (d) from any person who appears to be under the influence of drugs or alcohol.
- 6.6 No person shall be employed by a Salvage Yard or Second-hand Goods business for the purpose of acquiring or disposing of goods or materials without the Licensee acquiring a Criminal Record and Judicial Matters Check related to that employee. The Licensee shall keep a record of all persons acquiring or disposing of second-hand goods, and a copy of their most recent CRJMC. The CRJMC shall be updated annually at the time of licence renewal.

**Schedule 21
SHORT-TERM ACCOMMODATIONS**

The following amendment to this Schedule is recommended. All other Subsections remain:

- 5.0 (h) an insurance certificate demonstrating general liability insurance for the operations of the proposed Short-term Accommodation against claims filed against the applicant with respect to bodily injury, including personal injury and death, and property damage with a per occurrence limit of at least \$2,000,000;
- 9.) This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023,

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2022

Bill No. 198
2023

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wilton Grove Road, east of Sise Road)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wilton Grove Road, east of Sise Road, namely:

Part of Lots 13 and 14, Concession 3 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21383

2. This by-law comes into force and effect on the day it is passed.

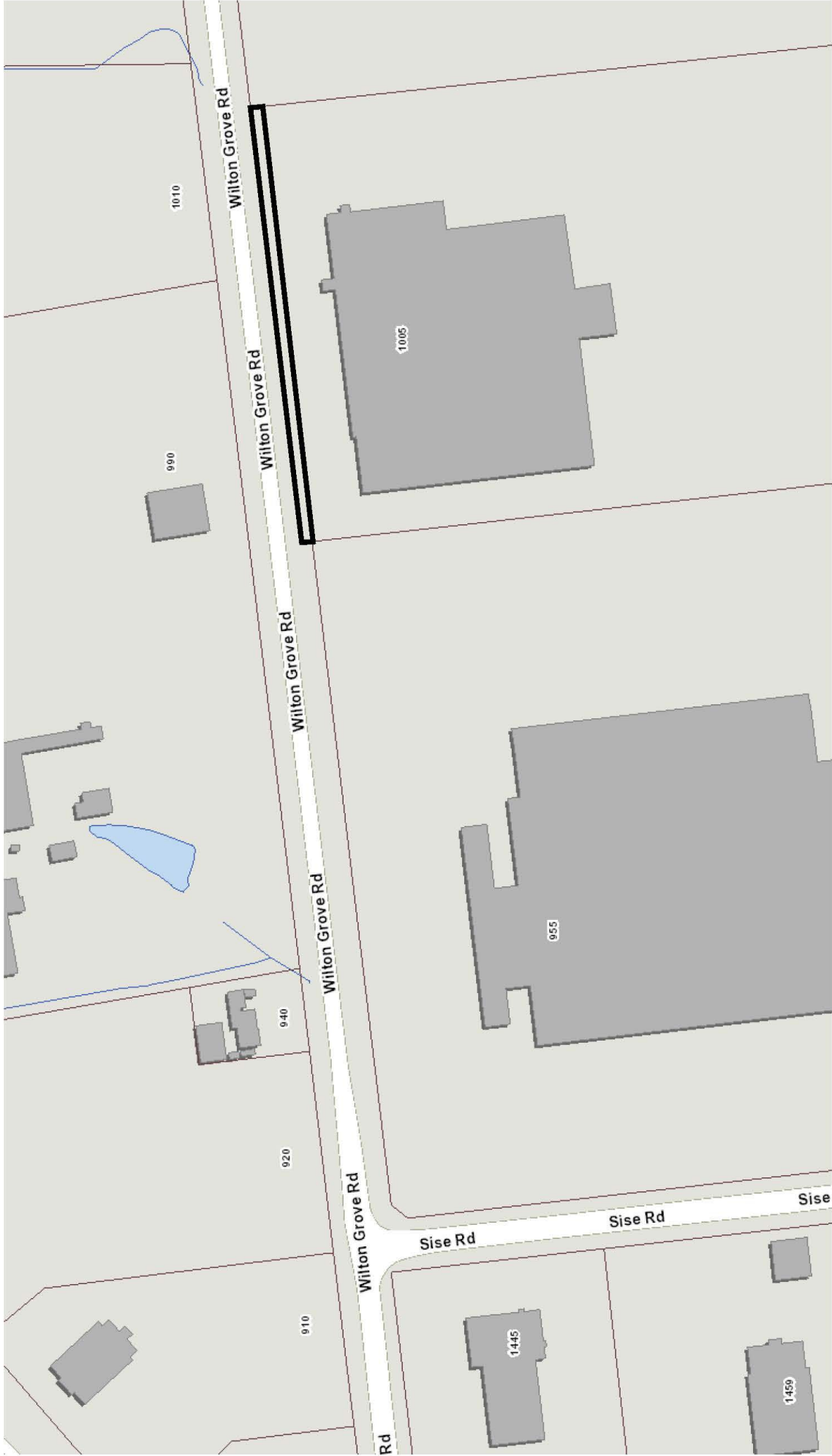
PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 199
2023

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of Gainsborough Road)

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

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Hyde Park Road, north of Gainsborough Road, namely:

“Part of Lot 14, Registered Plan No. 416 in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER936569”; and

“Part of Lot 15, Registered Plan No. 416 in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER936576”; and

“Part of Lot 25, Concession 4 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER936586”; and

“Part of Lot 25, Concession 4 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 1 on Expropriation Plan ER936617”; and

“Part of Lot 25, Concession 4 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 2 on Expropriation Plan ER936617”; and

“Part of Lot 25, Concession 4 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 3 on Expropriation Plan ER936617”; and

“Part of Lot 14, Registered Plan No. 416 in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21326”; and

“Part of Lot 15, Registered Plan No. 416 in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-21326”; and

“Part of Lot 25, Concession 4 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-21326”.

2. This by-law comes into force and effect on the day it is passed.

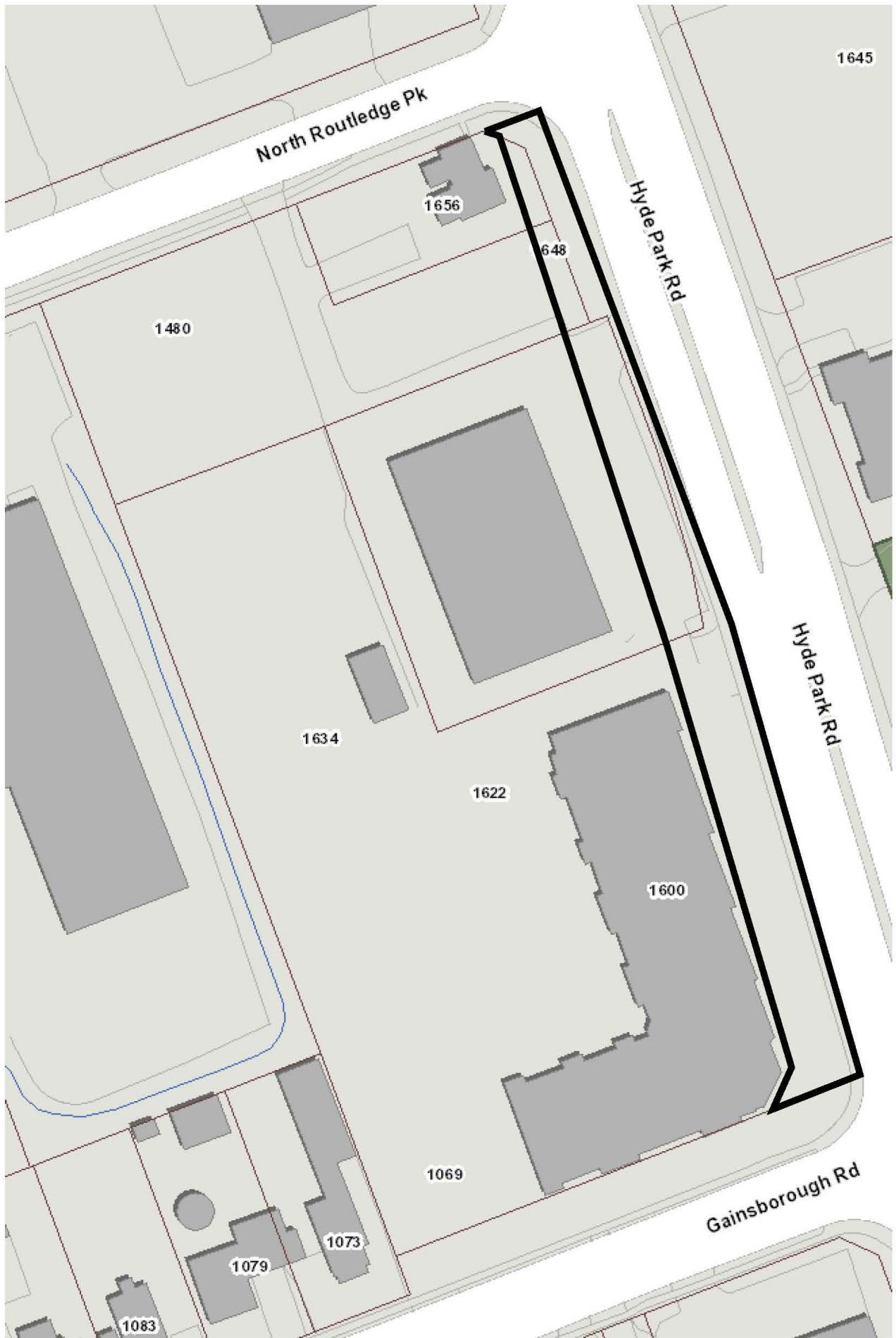
PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

LOCATION MAP



————— SUBJECT LANDS

Bill No. 200
2023

By-law No. W.-5669(__)-__

A by-law to amend by-law No. W.-5669-63 being, "A by-law to authorize the Dingman Drive Road Improvements – HWY 401 to Wellington Road (Project No. TS1746)."

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5669-63 passed on February 23, 2021, to authorize an increase in the net amount of monies to be debentured for the "Dingman Drive Road Improvements – HWY 401 to Wellington Road (Project No. TS1746)";

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$1,358,645.00 from \$8,820,406.00 to \$10,179,051.00.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Bill No. 201
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to extend a temporary zone located at 221 Queens Avenue.

WHEREAS Sifton Properties Limited have applied to extend the Temporary Use (T-69) Zone as it applies to a portion of the property located at 221 Queens Avenue for a period not to exceed three (3) years;

AND WHEREAS the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-202866 approved the Temporary Use for 221 Queens Avenue for a period not exceeding three (3) years beginning August 25, 2020;

AND WHEREAS the Municipal Council of the Corporation of the City of London deems it advisable to extend the Temporary Use for the said property for a period not exceeding one (1) year;

AND WHEREAS this rezoning conforms to The Official Plan;

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

1. Section Number 50.2(69) of the Temporary (T) Zone is amended by updating the following subsection for a portion of lands known municipally as 221 Queens Avenue:

69) T-69

This Temporary Use is hereby extended for an additional one (1) year beginning June 27, 2023.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the Planning Act, R.S.O. 1990, c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



A by-law to amend By-law No. Z.-1 to rezone an area of land located at 568 Second Street (at Oxford Street East).

WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the northern portion of lands located at 568 Second Street, as shown on the attached map, comprising part of Key Map No. A108, from a Light Industrial (LI1) Zone to a Holding Residential R9 Special Provision (h*R9-7*(_)H41) Zone;
- 2) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the southern portion of lands located at 568 Second Street, as shown on the attached map, comprising part of Key Map No. A108, from a Light Industrial (LI1) Zone to a Holding Residential R9 Special Provision Temporary (h*R9-7*(_)H41/ T-_) Zone.
- 3) Section 13.4 of the Residential R9 Zone is amended by adding the following Special Provision:

R9-7 (_)	568 Second Street	
a)	Regulation	
i)	Density (maximum)	314 units per hectare
ii)	Height (maximum)	41 metres
iii)	Surface parking (maximum)	0.5 spaces per unit
iv)	Interior side yard setback west and northwest (minimum)	5 metres
v)	Step back at the 4 th storey (minimum)	1.5 metres

- 4) Section 50.2 of the Temporary (T) Zone is amended by adding the following:

T - _	568 Second Street (Southerly portion)	
		Lands may be used as a self-storage establishment for a period not exceeding three (3) years beginning June 27, 2023.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

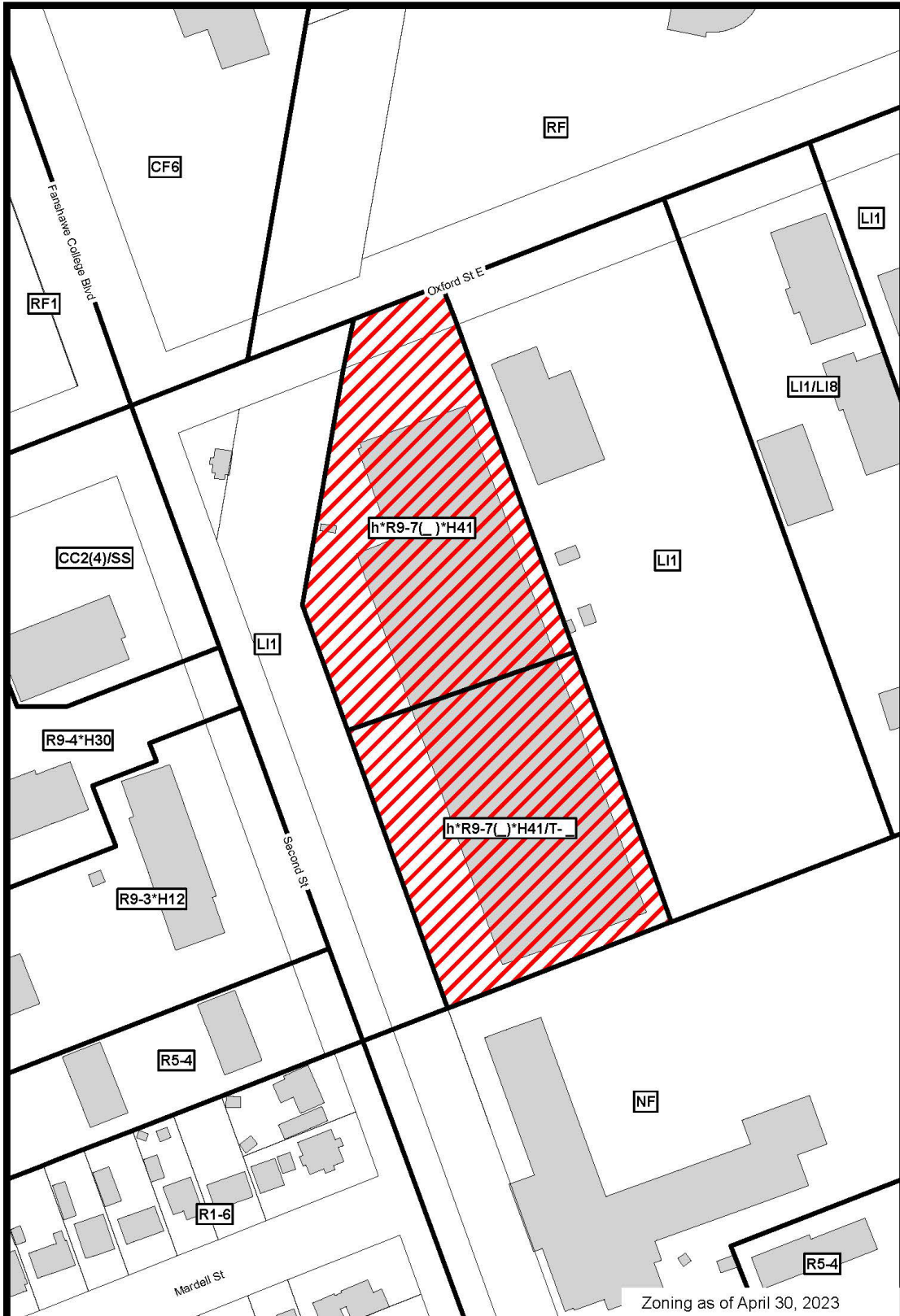
PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor


Michael Schulthess
City Clerk

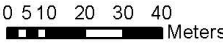
First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023


AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9522
Planner: CP
Date Prepared: 2023/06/21
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:1,500
 Meters



Geodatabase

Bill No. 203
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue.

WHEREAS 2864876 Ontario Inc. has applied to rezone an area of land located at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number _____ this rezoning will conform to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue, as shown on the attached map comprising part of Key Map No. A103, **FROM** a Residential R1 (R1-6) Zone **TO** a Holding Residential R9 Special Provision (h-18*R9-7()*H27) Zone.

2) Section Number 13.4g) of the Residential R9 (R9-7) Zone is amended by adding the following Special Provisions:

R9-7() 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue

a) Regulations

- | | |
|--|---|
| i) Lot Area (Minimum) | 6,800 square metres |
| ii) Front and Exterior Side Yard Depth (Minimum) | 1.0 metre |
| iii) Front and Exterior Side Yard Depth (Maximum) | 6.0 metres |
| iv) Front Yard Building Stepback Above the 6th Storey (Minimum) | 2.0 metres |
| v) Exterior Side Yard Building Stepback Above the 6th Storey (Minimum) | 1.5 metres |
| vi) Setback to the Sight Triangle (Minimum) | 0.0 metre |
| vii) Rear Yard Depth (Minimum) | 1.0 metres per 1.0 metres of main building height or fraction thereof for all portions of the main building above 3.0 metres in height, but in no case less than 7.5 metres |

- | | | |
|-------|--|---|
| viii) | Interior Side Yard Depth
(Minimum) | 1.0 metres per 2.0 metres
of main building height or
fraction thereof, but in no
case less than 4.5 metres |
| ix) | Density
(Maximum) | 225 UPH |
| x) | Notwithstanding Section 4.27, balconies on an apartment
building may be permitted to encroach up to 0.5 metres into
the required front and exterior side yard. | |
| xi) | Notwithstanding anything to the contrary, Huron Street shall
be deemed to be the front lot line. | |

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

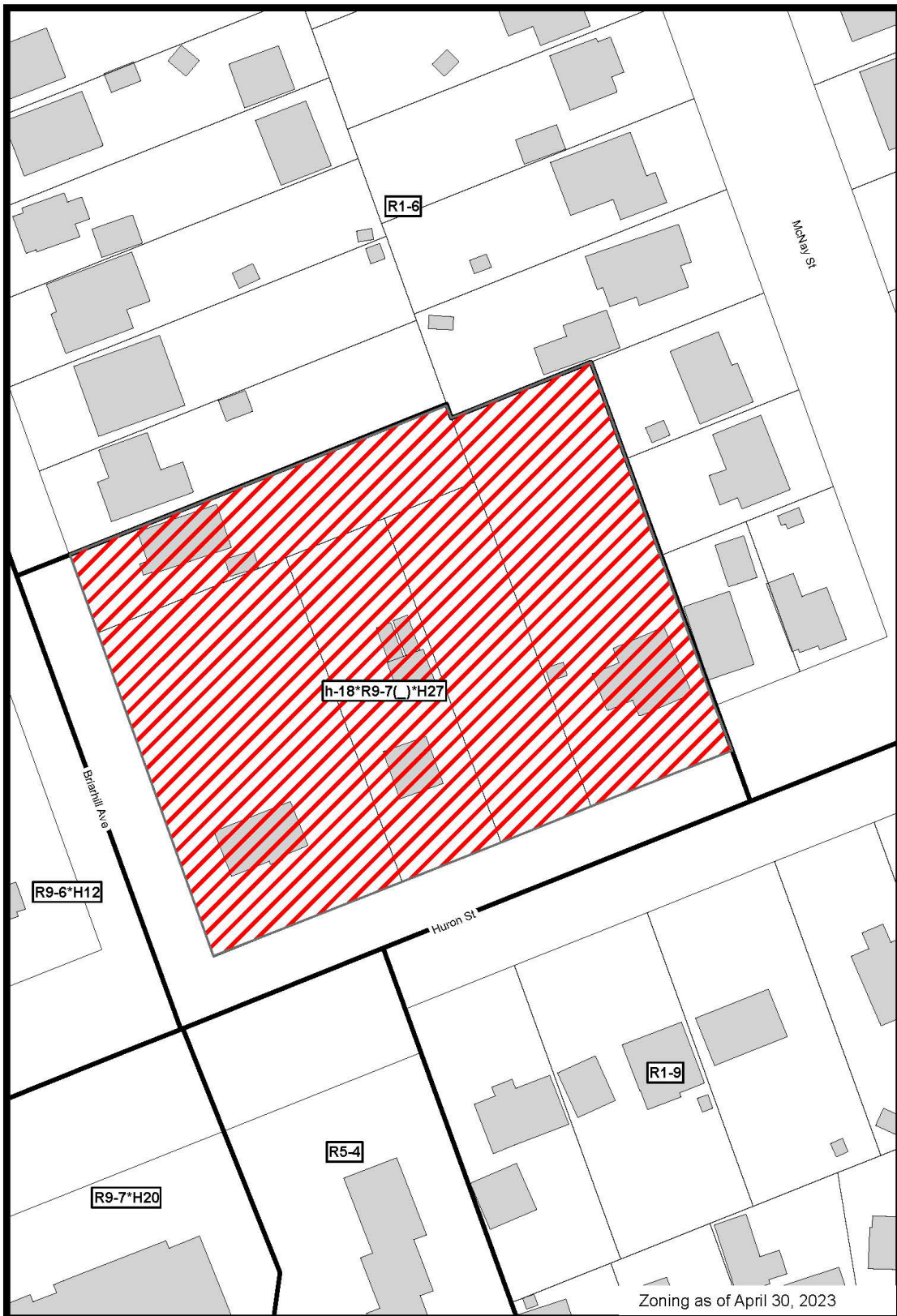
PASSED in Open Council on June 27, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-9596
Planner: CM
Date Prepared: 2023/5/12
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geodatabase

Bill No. 204
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to
rezone lands located at 954
Gainsborough Road.

WHEREAS Royal Premier Homes has applied to rezone lands located at 954 Gainsborough Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 954 Gainsborough as shown on the attached map comprising part of Key Map No. A101, from a Urban Reserve (UR3), Holding Urban Reserve (h-2*UR3) and Open Space (OS5) Zone to a Holding Residential R4 Special Provision (h*h-100*R4-5()) Zone, Holding Residential R5 (h*h-100*R5-5) Zone and a Holding Residential R9 Special Provision Zone (h*h-100*R9-7(_)).

2) Section Number 8.4 of the Residential R4-5 Zone is amended by adding the following Special Provisions:

R4-5(_)	954 Gainsborough Road
a)	Regulations:
i)	Front Yard Depth for Main Building (Minimum) 3.0 metres (9.84 feet)
ii)	Front Yard Depth for Garage (Minimum) 6.0 metres (19.68 feet)
iii)	Lot Coverage (Maximum) 46%

3) Section Number 13.4 of the Residential R9-7 Zone is amended by adding the following Special Provisions:

R9-7(_)	954 Gainsborough Road
a)	Regulations:
i)	Front Yard Depth (Minimum) 4.3 metres (14.1 feet)
ii)	Rear Yard Depth (Minimum) 4 metres (13.1 feet)
iii)	Interior Side Yard Depth (Minimum) 7 metres (22.9 feet)
iv)	Exterior Side Yard Depth (Minimum) 1.5 metres (4.92 feet)
	Not withstanding Section 4.27 of this By-law.
v)	Height (Maximum) 6 Storeys

vi) Density
(Maximum)

276 unit per hectare

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

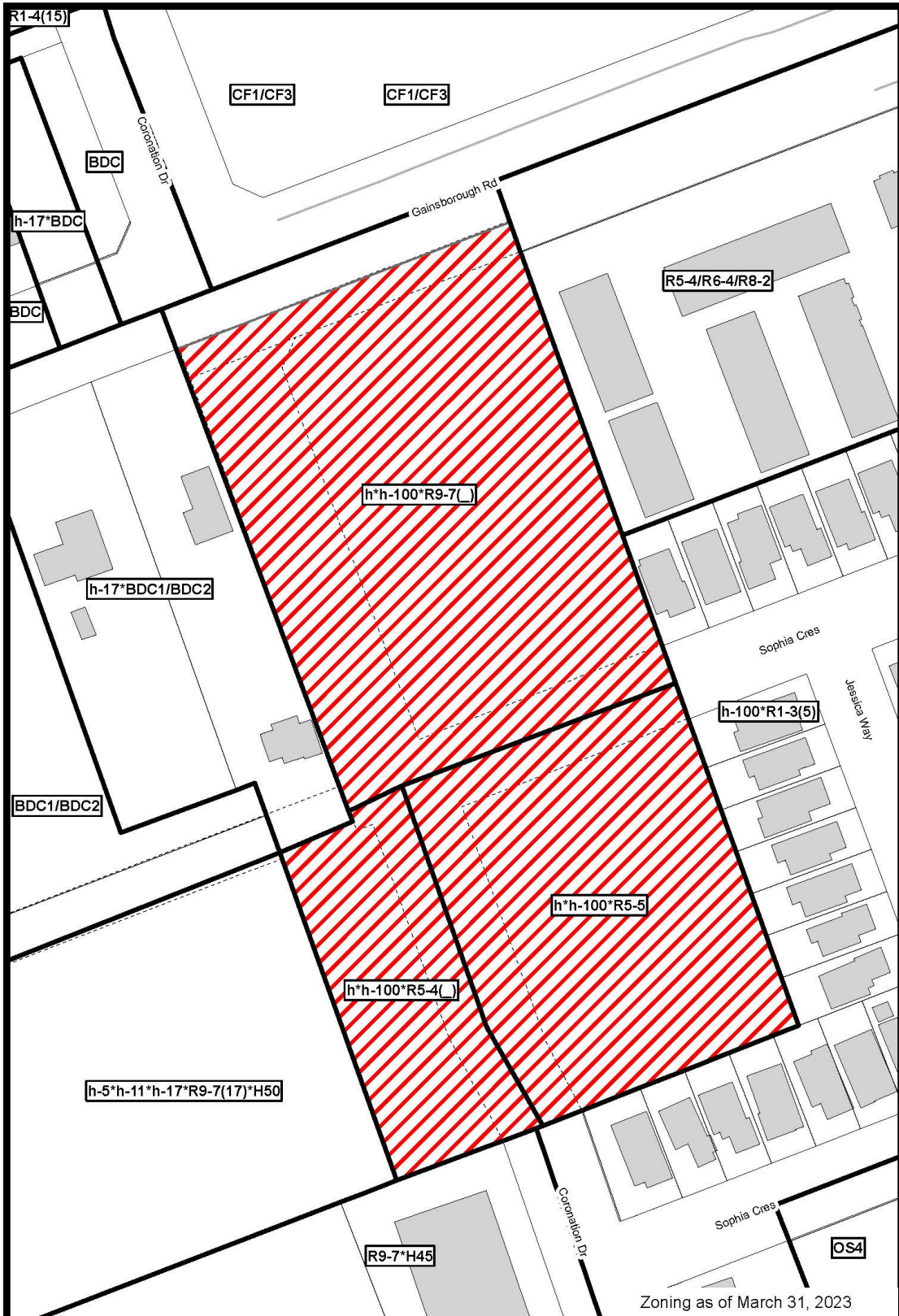
PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor


Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)




File Number: 39T-22501
 Planner: AC
 Date Prepared: 2023/4/25
 Technician: JI
 By-Law No: Z-1-

SUBJECT SITE 

1:1,200

0 5 10 20 30 40 Meters



Geodatabase

Bill No. 205
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 755, 785 and 815 Wonderland Road South.

WHEREAS 785 Wonderland Road Inc. has applied to rezone an area of land located at 755, 785 and 815 Wonderland Road South, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 755, 785 and 815 Wonderland Road South, as shown on the attached map comprising part of Key Map No. A106, from a Regional Shopping Area Special Provision (RSA2(3)) Zone to a holding Residential R5 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-()*R5-7()/RSA2()) zone; a holding Residential R8 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-()*R8-4()/RSA2()) zone; and a holding R9 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-()*R9-7()*H36/RSA2()) zone.

2) Section Number 3.8 2) Holding Zone Provisions is amended by adding the following new holding zone:

h-()

Purpose: To ensure the orderly development of lands, a masterplan shall be prepared to the satisfaction of the City, to provide an organizational structure that establishes: pedestrian connections, vehicular connections, development parcels, landscaping and amenity areas.

Permitted Uses: Existing Uses

3) Section Number 9.4 of the Residential R5 (R5-6) Zone is amended by adding the following Special Provision:

R5-7() 755, 785 and 815 Wonderland Road South

a) Regulations

i) Height 9.0 metres (39.3 feet)
(Maximum)

4) Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:

R8-4() 755, 785 and 815 Wonderland Road South

a) Additional Permitted Use

i) Cluster Townhouse Dwellings

ii) Apartment buildings with any or all of the other permitted uses on the first floor.

b) Regulations

- i) Height 18.0 metres (59 feet)
(Maximum)

5) Section Number 13.4 of the Residential R9 (R9-7) Zone is amended by adding the following Special Provision:

R9-7() 755, 785 and 815 Wonderland Road South

a) Additional Permitted Use

- i) Cluster Townhouse Dwellings
- ii) Cluster Stacked Townhouse Dwellings
- iii) Apartment buildings with any or all of the other permitted uses on the first floor.

b) Regulations

- i) Height 36.0 metres (118 feet)
(Maximum)

4) Section Number 21.4 of the Regional Shopping Area Zone is amended by deleting and replacing the following Special Provision:

RSA2(3) 755, 785 and 815 Wonderland Road South

a) Additional Permitted Uses

- i) Commercial and Private Schools
- ii) Kennel
- iii) Craft Brewery
- iv) Artisan Workshop
- v) Automobile Sales Boutique
- vi) Business Service Establishment

b) Regulations

- i) Gross floor area for business 500sqm (5,382 sq ft)
Service Establishment Use
(Maximum)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

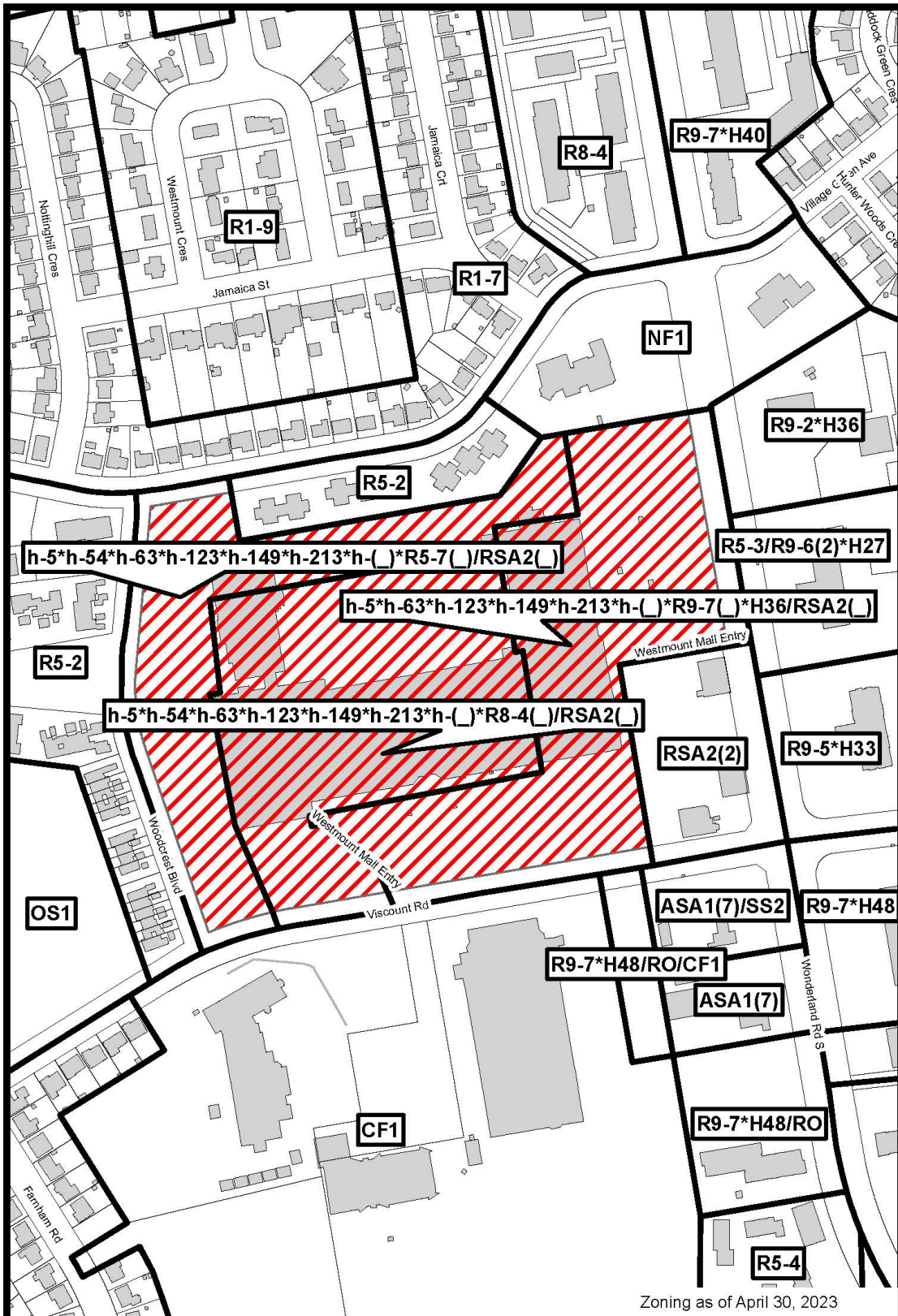
PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor


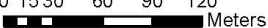

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



Zoning as of April 30, 2023

<p>File Number: OZ-9565 Planner: SW Date Prepared: 2023/5/10 Technician: JI By-Law No: Z-1-</p>	<p>SUBJECT SITE </p> <p>1:3,500</p> <p>0 15 30 60 90 120 Meters </p> <p></p>
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Geodatabase