



Council Agenda Including Addeds

1st Meeting of City Council

December 19, 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 **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 the Victoria Park Secondary Plan at the Ontario Land Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/1/PEC)
 - 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 755, 765, 785, and 815 Wonderland Road at the Ontario Land Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.2/1/PEC)
 - 4.3 **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 3089 Singleton Avenue at the Ontario Land Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.3/1/PEC)

4.4 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. (6.1/1/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/1/CSC)

4.6 Litigation/Potential Litigation/Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation with respect to the expropriation of property located at 71 Wharnccliffe Road South including matters before administrative tribunals, affecting the municipality or local board, Ontario Land Tribunal Case No.: OLT-OLT-22-002704; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 71 Wharnccliffe Road South; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation or potential litigation in connection with the expropriation of a property located at 71 Wharnccliffe Road South. (6.3/1/CSC)

4.7 Personal Matters/Identifiable Individual / Employee Negotiations

A matter pertaining to personnel, financial, labour relations and potential employee negotiations in regard to the Corporation’s association or unions, advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.1/1/SPPC)

4.8 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 acquisition or disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality (6.2/1/SPPC)

4.9 Personal Matter/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List. (6.3/1/1SPPC)

4.10 Personal Matter/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List. (6.4/1/SPPC)

4.11 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 acquisition or disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/2/SPPC)

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

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| 5.1 | 19th Special Meeting Held on November 24, 2023 | 9 |
| 5.2 | 20th Meeting Held on November 28, 2023 | 23 |

6. Communications and Petitions

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| 6.1 | Principles Integrity, City of London Integrity Commissioner - Recommendations Report to City Council: Complaints Against Councillor Stevenson | 61 |
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| 1. | <i>(ADDED) Councillor S. Stevenson</i> | 71 |
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| 6.2 | Memo from Mayor J. Morgan - Special Strategic Priorities and Policy Committee Meeting - Change in Meeting Location | 98 |
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| 6.3 | Councillor S. Trosow - Amendment to the Streets By-law (S-1) to Regulate the Display of Graphic Images on the Streets in the City of London | |
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(Refer to the Community and Protective Services Stage for Consideration with Item #6 (5.1) of the 1st Report of the Community and Protective Services Committee)

Content warning: This part of the agenda has details of pregnancy loss, which may cause discomfort. If you or someone you know requires support, you can contact:

Employee Assistance Program, 1-844-880-9142 (City of London Staff) Reach Out 24/7 phone service (confidential mental health and support services), 519-433-2023

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| 1. | A. Polizogopoulos, The Acacia Group | 99 |
| 2. | <i>(ADDED) K. Dean, Co-Founder, Viewer Discretion Legislation Coalition</i> | 101 |
| 3. | <i>(ADDED) N. Wakim, Co-Founder, Viewer Discretion Legislation Coalition</i> | 103 |

7. Motions of Which Notice is Given

8. Reports

8.1	1st Report of the Planning and Environment Committee	105
1.	(1.1) Disclosures of Pecuniary Interest	
2.	(1.2) Election of Vice Chair for the term ending November 30, 2024	
3.	(2.1) Inclusionary Zoning Review Update	
4.	(2.2) 12th Report of the Ecological Community Advisory Committee	
5.	(2.3) Building Division Monthly Report - July 2023	
6.	(2.4) Building Division Monthly Report - August 2023	
7.	(2.5) Building Division Monthly Report - September 2023	
8.	(2.6) Building Division Monthly Report - October 2023	
9.	(3.1) 1350 Wharncliffe Road South (Z-9611) (Relates to Bill No. 13)	
10.	(3.2) 1680 Richmond Street (Z-9667) (Relates to Bill No. 14)	
11.	(3.3) 130 Southdale Road West (Z-9663) (Relates to Bill No. 15)	
12.	(3.4) 625 Mornington Avenue (1299 Oxford Street West) (Z-9589) (Relates to Bill No. 16)	
13.	(3.5) 488-492 Pond Mills Road (Z-9625) (Relates to Bill No. 17)	
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3.	(2.1) Demolition of City-Owned Property Buildings - 3243 Manning Drive	
4.	(2.2) Report of the Federation of Canadian Municipalities Board of Directors - Virtual Meeting - September 14, 2023	
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3.	(2.1) Farquharson Arena Amending Agreement (Relates to Bill	

	No. 3)	
	4. (2.2) SS#2023-333 - Single Source Award – Life Stabilization Short-Term Counselling (Relates to Bill No. 4)	
	5. WITHDRAWN - Winter Response Contract Between The Corporation of the City of London and London Cares	
	6. (5.1) Councillor Trosow – Amendment to the Streets By-law (S-1) to Regulate the Display of Graphic Images on the Streets in the City of London	
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	2. (1.2) Election of Vice Chair for the term ending November 30, 2024	
	3. (2.1) 12th Report of the Integrated Transportation Community Advisory Committee	
	4. (2.2) RFP-2023-207 River Road Pavement Rehabilitation Detailed Design and Construction Administration Appointment of Consulting Engineer	
	5. (2.3) White Oaks Complete Corridor Design from Wharncliffe to Exeter Road Consulting Services Award - Irregular Result	
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	1. Disclosure of Pecuniary Interest	
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	3. (2.3) December Progress Update - Health and Homelessness Whole of Community System Response	
	4. (2.7) 8th Report of the Governance Working Group (Relates to Bill No. 8)	
	5. (2.8) 11th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee	
	6. (2.4) London Economic Development Corporation Purchase of Services Agreement 2024-2027 (Relates to Bill No. 5)	
	7. (2.5) Small Business Centre 2024-2027 Grant Agreement	

(Relates to Bill No. 6)

- 8. (2.6) TechAlliance 2024-2027 Grant Agreement (Relates to Bill No. 7)
- 9. (2.1) 2023-2027 Implementation Plan
- 10. (3.1) Release of the Draft 2024 - 2027 Multi-Year Budget
- 11. (4.1) Deputy Mayor S. Lewis and Councillor S. Franke - Submission Regarding Progress Update - Health and Homelessness Whole of Community System Response

9. Added Reports

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. 1 By-law No. A.-____ 137
A by-law to confirm the proceedings of the Council Meeting held on the 19th day of December, 2023. (City Clerk)
- 13.2 Bill No. 2 By-law No. A-50-24____ 138
A by-law to amend By-law No. A.-50 being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London, and to repeal By-law A-45” to reflect amendments to the regular council and standing committee meeting schedule and that no meeting of council or standing committee shall extend beyond 6:00 PM. (2.9/27/SPPC) (4.1/7/GWG)
- 13.3 Bill No. 3 By-law No. A.-____ -____ 140
A by-law to approve the Farquharson Arena Amending Agreement between the Thames Valley District School Board and The Corporation of the City of London. (2.1/1/CPSC)
- 13.4 Bill No. 4 By-law No. A.-____ -____ 144
A by-law to approve a Purchase of Service Agreement for Ontario Works Specialized Individual Services between The Corporation of the City of London and Daya Counselling Centre. (2.2/1/CPSC)
- 13.5 Bill No. 5 By-law No. A.-____ -____ 174
A by-law to authorize a Purchase of Services Agreement between The Corporation of the City of London and the London Economic Development Corporation; and to authorize the Mayor and City Clerk to execute the Agreement. (2.4/2/SPPC)
- 13.6 Bill No. 6 By-law No. A.-____ -____ 183
A by-law to approve a Grant Agreement with London Community Small

	Business Centre, Inc. (2.5/2/SPPC)	
13.7	Bill No. 7 By-law No. A.- _____ - _____ A by-law to approve a Grant Agreement with TechAlliance of Southwestern Ontario. (2.6/2/SPPC)	194
13.8	Bill No. 8 By-law No. CPOL.-228()- _____ A by-law to permit James Alexander Loring to maintain and use a boulevard parking area upon the road allowance for 731 William Street, in the City of London. (Manager, Licensing & Customer Service)	205
13.9	Bill No. 9 By-law No. S.- _____ - _____ A by-law to permit James Alexander Loring to maintain and use a boulevard parking area upon the road allowance for 731 William Street, in the City of London. (Manager, Licensing & Customer Service)	209
13.10	Bill No. 10 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 Gore Road, east of Veterans Memorial Parkway) (Chief Surveyor – for road dedication purposes pursuant to SP13-026561)	215
13.11	Bill No. 11 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 James Street, west of Campbell Street North) (Chief Surveyor – for road widening purposes pursuant to SPA23-071)	217
13.12	Bill No. 12 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 Crumlin Side Road, north of Gore Road) (Chief Surveyor – for road dedication purposes pursuant to SPA23-012)	219
13.13	Bill No. 13 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1350 Wharncliffe Road South (3.1/1/PEC)	221
13.14	Bill No. 14 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1680 Richmond Street (3.2/1/PEC)	224
13.15	Bill No. 15 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 130 Southdale Road West (3.3/1/PEC)	226
13.16	Bill No. 16 By-law No. Z.-1-24 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 625 Mornington Avenue and 1299, 1303, 1307 & 1323 Oxford Street East (3.4/1/PEC)	228
13.17	Bill No. 17 By-law No. Z.-1-24 _____	231

A by-law to amend By-law No. Z.-1 to rezone an area of land located at
488-492 Pond Mills Road (3.5/1/PEC)

14. Adjournment



Council Minutes

19th Special Meeting of City Council
November 24, 2023, 9:00 AM

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

Absent: A. Hopkins, S. Franke

Also Present: A. Barbon, S. Corman, A. Hagan, A. Job, A. Kircos, J. Paradis, M. Schulthess, B. Warner

Remote Attendance: L. Livingstone, J. McMillan, T. Pollitt

The meeting is called to order at 9:02 AM; it being noted that Councillors P. Van Meerbergen, E. Peloza, D. Ferreira, S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That is 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: S. Stevenson

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

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/20/CSC)

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. (6.2/20/CSC)

4.3 Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations in regard to the Corporation’s association or unions, advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.3/20/CSC)

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

Absent: (3): A. Hopkins, P. Van Meerbergen, and S. Franke

Motion Passed (12 to 0)

That Council convenes In Closed Session, from 9:08 AM to 9:58 AM.

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

None.

6. Communications and Petitions

None.

7. Motions of Which Notice is Given

None.

8. Reports

8.1 20th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 20th Report of the Corporate Services Committee BE APPROVED.

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

Absent: (3): A. Hopkins, S. Franke, and E. Pelozo

Motion Passed (12 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) Authorization for Temporary Borrowing (Relates to Bill No. 414)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated November 13, 2023 BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2023, to authorize the

temporary borrowing of certain sums to meet current expenditures of The Corporation of the City of London for the year 2024.

Motion Passed

3. (2.2) Data Sharing and Services Agreement with the Municipal Property Assessment Corporation (Relates to Bill No. 415)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated November 13, 2023 BE INTRODUCED at the Municipal Council meeting to be held on November 24, 2023:

- a) TO AUTHORIZE and TO APPROVE a Data Sharing and Services Agreement between the Municipal Property Assessment Corporation and The Corporation of the City of London (the "Agreement"); and
b) TO AUTHORIZE the Mayor and Clerk to execute the Agreement.

Motion Passed

4. (4.1) Application - Issuance of Proclamation - Recognizing the Salvation Army Week

Motion made by: S. Lewis

That the application dated October 26, 2023 from The Salvation Army of Canada and Bermuda, December 18, 2023 BE PROCLAIMED Recognizing the Salvation Army Week.

Motion Passed

5. (4.2) Consideration of Appointment to the Animal Welfare Community Advisory Committee

Motion made by: S. Lewis

That Jon Higgins BE APPOINTED to the Animal Welfare Community Advisory Committee for the term ending February 2024.

Motion Passed

9. Added Reports

Motion made by: C. Rahman

1. Property Acquisition – 1462 Westminster Drive

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Planning and Economic Development, on the advice of the Director, Realty Services, with respect to the property located at 1462 Westminster Drive, further described as Part of Lot 8, Concession 4 (Geographic Township of Westminster) as in Inst. No. 383386, in the City of London, County of Middlesex, being all of PIN 08200-0029 (LT), with an area of approximately 138.64 acres as shown on the location map attached

as Appendix “B”, for the purpose of infrastructure environmental compensation, the following actions be taken:

a) the offer submitted by 1058565 Ontario Limited (the “Vendor”), to sell the subject property to the City, for the sum of Four Million and One Hundred Thousand Dollars CDN (\$4,100,000.00) BE ACCEPTED, subject to the terms and conditions set out in the agreement attached as Appendix “C”; and

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

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

Nays: (2): S. Stevenson, and S. Trosow

Absent: (3): A. Hopkins, S. Franke, and E. Pelozza

Motion Passed (10 to 2)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: P. Cuddy

Seconded by: S. Stevenson

That Introduction and First Reading of Bill No.'s 413 to 415, BE APPROVED.

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

Absent: (3): A. Hopkins, S. Franke, and E. Pelozza

Motion Passed (12 to 0)

Motion made by: S. Stevenson

Seconded by: H. McAlister

That Second Reading of Bill No.'s 413 to 415, BE APPROVED.

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

Absent: (3): A. Hopkins, S. Franke, and E. Pelozza

Motion Passed (12 to 0)

Motion made by: C. Rahman

Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No.'s 413 to 415, BE APPROVED.

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

Absent: (3): A. Hopkins, S. Franke, and E. Pelosa

Motion Passed (12 to 0)

Motion made by: C. Rahman

Seconded by: P. Cuddy

That Introduction and First Reading of Added Bill No. 416, BE APPROVED.

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

Nays: (2): S. Stevenson, and S. Trosow

Absent: (3): A. Hopkins, S. Franke, and E. Pelosa

Motion Passed (10 to 2)

Motion made by: P. Cuddy

Seconded by: S. Lehman

That Second Reading of Added Bill No. 416, BE APPROVED.

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

Nays: (2): S. Stevenson, and S. Trosow

Absent: (3): A. Hopkins, S. Franke, and E. Pelosa

Motion Passed (10 to 2)

Motion made by: S. Lehman

Seconded by: J. Pribil

That Third Reading and Enactment of Added Bill No. 416, BE APPROVED.

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

Nays: (2): S. Stevenson, and S. Trosow

Absent: (3): A. Hopkins, S. Franke, and E. Pelosa

Motion Passed (10 to 2)

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

Bill No. 413	By-law No. A.-8431-314 - A by-law to confirm the proceedings of the Council Meeting held on the 24th day of November, 2023. (City Clerk)
Bill No. 414	By-law No. A.-8432-315 - A by-law to authorize the City Treasurer or Deputy Treasurer of The Corporation of the City of London to borrow certain sums to meet current expenditures of the Corporation for the year 2024. (2.1/20/CSC)
Bill No. 415	By-law No. A.-8433-316 - A by-law to approve the Data Sharing and Services Agreement between the Municipal Property Assessment Corporation and The Corporation of the City of London and to authorize the Mayor and City Clerk to execute the Agreement. (2.2/20/CSC)
Bill No. 416	By-law No. A.-8434-317 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1058565 Ontario Limited for the acquisition of the property located at 1462 Westminster Drive, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/20/CSC)

14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 10:11 AM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Source of Financing Report

Appendix "A" Confidential

#23213

November 13, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 1462 Westminster Drive
(Subledger LD230081)
New Capital Project PD1011 - Westminster Drive Property Acquisition
1058565 Ontario Limited

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	Revised Budget	This Submission
Land Purchase	0	4,350,404	4,350,404	4,350,404
Total Expenditures	\$0	\$4,350,404	\$4,350,404	\$4,350,404
Sources of Financing				
Drawdown from Land Acquisition Reserve Fund	0	4,350,404	4,350,404	4,350,404
Total Financing	\$0	\$4,350,404	\$4,350,404	\$4,350,404

Financial Note:

Purchase Cost	\$4,100,000
Add: Due Diligence, Studies and Rezoning	87,725
Add: Land Transfer Tax	88,975
Add: HST @13%	544,404
Less: HST Rebate	<u>-470,700</u>
Total Purchase Cost	\$4,350,404

Note 1: The additional funding requirement for this purchase can be accommodated by a drawdown from the Land Acquisition Reserve Fund. The forecasted uncommitted balance of the reserve fund will be \$16.4M with the inclusion of this project.

Appendix B – Location Map & Aerial Map

Location Map



Aerial



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 1058565 ONTARIO LIMITED

REAL PROPERTY:

Address: 1462 Westminster Drive, London, Ontario

Location: North of Westminster Drive

Measurements: IRREGULAR- AREA of 138.64 +/- ACRES

PIN: 08200-0029

Legal Description:

Part of Lot 8, Concession 4 (Geographic Township of Westminster) as in Inst. No. 383386 In the City of London and County of Middlesex As Shown in Sketch Attached As Schedule "A".

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be Four Million and One Hundred Thousand Dollars CDN (\$4,100,000.00) payable as follows:
 - a) a deposit of TWENTY THOUSAND DOLLARS CDN (\$20,000.00) cash (or bank draft or cheque) as a deposit payable to the Vendor's solicitor, in trust and to be credited towards the purchase price on completion; and,
 - b) the balance of the sale price, subject to adjustments, in cash or by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **December 1st 2023** after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **March 1st 2024** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **March 22nd 2024**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
11. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

Appendix C Cont'd– Agreement of Purchase and Sale

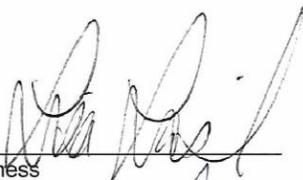
12. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .
13. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's possession to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
15. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
16. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
17. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
18. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.



Appendix C Cont'd– Agreement of Purchase and Sale

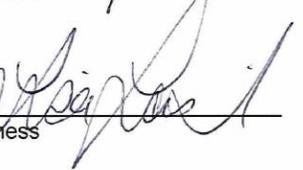
I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

VENDOR: 1058565 ONTARIO LIMITED

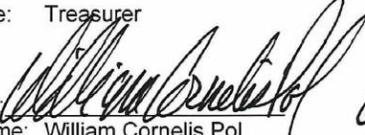


Witness

Per:  _____ Oct 26/23
Name: Michael William Pol Date
Title: Treasurer



Witness

Per:  _____ Oct 26/23
Name: William Cornelis Pol Date
Title: Secretary

I/WE Have Authority to Bind the Corporation

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

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

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

VENDOR'S LAWYER: Gordon J. Banting, Solicitor, 519-432-0632 Ext. 260 Fax: 519-432-0634 (fax)

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



**SCHEDULE "A"
"The Property"**



Subject to Final Reference Plan

Handwritten signature or initials in black ink, consisting of a stylized 'S' followed by 'M'.

SCHEDULE "B"

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:30pm EST on March 1st, 2024** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. All geotechnical, soil and environmental testing shall be at the expense of the Purchaser. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on March 1st 2024** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property. The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. All archaeological testing shall be at the expense of the Purchaser. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser and Vendor agree to consent to extend the closing one or more times for a total period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.
5. **ADJUSTMENTS:** The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 138.64 acres x \$29,573 per acre. If the actual size of the Property is different than as set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by \$29,573 per acre.
6. **REMOVAL OF LIFE ESTATE:** The Vendor represents and warrants that the Life Estate interest in the Property created under instrument 110911 is expired and is not of any force or effect. On or before closing, the Vendor shall register a valid Application to amend the parcel register for the Property to remove the notation that the lands are subject to a Life Estate as described in instrument 110991. This condition shall survive and not merge upon the closing of this transaction.



Appendix C Cont'd– Agreement of Purchase and Sale

7. **FEASIBILITY & APPROVAL WITH UPPER THAMES RIVER CONSERVATION AUTHORITY (UTRCA):** This offer is conditional upon the Purchaser until 4:30 pm EST on **March 1st 2024**, at the Purchaser's expense, determining the feasibility with the Upper Thames River Conservation Authority of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion.

If the results of either the feasibility analysis with the Upper Thames River Conservation Authority are not satisfactory to and/or achieved by the Purchaser, it shall, within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

8. **DEPOSIT:** Despite anything to the contrary in this Agreement, the deposit of Twenty Thousand Dollars CDN (\$20,000.00) is refundable to the Purchaser should this transaction fail to close.

The Deposit shall be received by the Vendor's solicitor, in trust for the Purchaser and shall be held in a non-interest bearing account. The Deposit shall be received by the deposit holder within Fifteen (15) business days of Offer acceptance. The Deposit shall be credited toward the purchase price on completion of this transaction.

9. **FARM LEASE:** The Vendor represents and warrants that the existing farm lease encumbering the lands shall be terminated effective December 31, 2023, with no further renewal rights available to the farm tenant, and vacant possession of the Property shall be provided upon completion of this transaction. The Vendor acknowledges and agrees that the Purchaser shall not be responsible for any and all costs, claims, damages as a result of crop or compaction damage during the Purchaser's due diligence investigations with the property. The Purchaser agrees to take reasonable efforts to minimize crop damage as a result of it's due diligence investigations.
10. **REPRESENTATION:** The Vendor and Purchaser acknowledge that Colliers Southwestern Ontario, Brokerage represents the Vendor in the proposed transaction, and that the Vendor shall pay to Colliers a fee of Three and Three-quarter (3.75% +HST) percent plus HST of the final sale price, upon the completion of the proposed transaction.
11. **COSTS AND FEES:** Each of the parties shall be responsible for its own fees and costs (including legal fees) incurred in connection with the transaction and documentation provided for herein.





Council Minutes

20th Meeting of City Council
November 28, 2023, 1:00 PM

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

Also Present: L. Livingstone, A. Barbon, S. Corman, K. Dickins, M. Feldberg, C. Malia, S. Mathers, H. McNeely, J. Paradis, T. Pollitt, K. Scherr, M. Schulthess, E. Skalski, C. Smith, J. Taylor

Remote Attendance: E. Bennett, C. Cooper, A. Hovius, S. Tatavarti, B. Warner

The meeting is called to order at 1:01 PM; it being noted that Councillors P. Van Meerbergen and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Lehman disclosed a pecuniary interest related to item 10, clause 2.4 of the 27th Report of the Strategic Priorities and Policy Committee, having to do with the 2023-2027 City of London Strategic Plan: Core Area, by indicating that it relates to funding for Downtown London Business Association and the Councillor indicated they are a member of the Association.

That it BE NOTED that Councillor S. Franke disclosed a pecuniary interest related to item 12 Emergent Motions.

2. Recognitions

His Worship the Mayor recognizes the recipients of the 2023 Diversity, Race Relations and Inclusivity Awards Recipients: Oakridge Presbyterian Church Mission and Outreach / Islamic Relief Canada London Regional Team / Project SEARCH / the London Track 3 Adaptive Snow School / Yesalihuni "They Will Teach You" Youth Initiative.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, in Closed Session

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

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

4.1 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 2005 Kilally Road at the Ontario Land

Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/18/PEC)

4.2 Personal Matter/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor’s New Year’s Honour List. (6.1/17/CPSC)

4.3 Ongoing Ombudsman Investigation

A matter pertaining to an ongoing investigation with respect to the municipality by the Office of the Ombudsman of Ontario, and communications necessary for that purpose.

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

Motion Passed (15 to 0)

That Council convenes In Closed Session, from 1:23 PM to 1:33 PM.

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

5.1 18th Meeting Held on November 7, 2023

Motion made by: S. Lehman

Seconded by: D. Ferreira

That the Minutes of the 18th Meeting of the Municipal Council, held on November 7, 2023 BE APPROVED.

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

Absent: (1): S. Trosow

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: A. Hopkins

Seconded by: E. Pelozo

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

6.1 2023-2027 City of London Strategic Plan: Core Area

6.2 Community Cold Weather Response Update

6.3 1990 Commissioners Road East and 2767 Doyle Drive (Z-9656)

6.4 978 Gainsborough Road (Z-9247)

6.5 200 Albert Street (Z-9561)

6.6 New Sidewalk Project List 2024

6.7 Northridge Neighbourhood Connectivity Plan

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

Absent: (1): S. Trosow

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 27th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 27th Report of the Strategic Priorities and Policy Committee BE APPROVED, with the exception of items 10 (2.4) and 17 (4.2).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that Councillor S. Lehman disclosed a pecuniary interest related to item 2.4 regarding the 2023-2027 City of London Strategic Plan: Core Area report as it relates to funding for Downtown London Business Association and the Councillor indicated they are a member of the Association.

Motion Passed

2. (2.5) TechAlliance – Grant Agreement (2024-2027)

Motion made by: S. Lewis

That it BE NOTED that item 2.5, entitled TechAlliance - Grant Agreement (2024-2027), was withdrawn from the agenda at the direction of Deputy City Manager, Planning and Economic Development.

Motion Passed

3. (2.6) London Economic Development Corporation – Purchase of Service Agreement (2024-2027)

Motion made by: S. Lewis

That it BE NOTED that item 2.6, entitled London Economic Development Corporation - Purchase of Service Agreement (2024-2027), was withdrawn from the agenda at the direction of Deputy City Manager, Planning and Economic Development.

Motion Passed

4. (2.7) Small Business Centre – Grant Agreement (2024-2027)

Motion made by: S. Lewis

That it BE NOTED that item 2.7, entitled Small Business Centre - Grant Agreement (2024-2027), was withdrawn from the agenda at the direction of Deputy City Manager, Planning and Economic Development.

Motion Passed

5. (2.8) Creative Sector Incubation Hub – Update

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 Creative Sector Incubation Hub - Update:

a) the Creative Sector Incubation Hub - Update report BE RECEIVED; and

b) the Civic Administration BE DIRECTED to continue discussions with the Trinity Centre Foundation as the project proponents develop the Creative Sector Incubation Hub business case for Council's consideration.

Motion Passed

6. (2.9) 7th Report of the Governance Working Group (Relates to Bill No. 423)

Motion made by: S. Lewis

That the following actions be taken with respect to the 7th report of the Governance Working Group from its meeting held on November 6, 2023:

a) on the recommendation of the Deputy City Manager, Finance Supports, the attached by-law BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2023 to amend By-law No. CPOL.-228-480, as amended, being "Council Members' Expense Account" to update various provisions of the policy;

b) the following actions be taken:

i) the Deferred Matters List dated November 4, 2023, BE RECEIVED;

ii) the Civic Administration BE DIRECTED to bring forward the necessary revisions to Council Procedure By-law A-50 sections 9.8, 11.7, 11.10, 11.11, 15.10, 31.8, 33.5, 33.8, 33.9 and 38.9, to reflect no meeting of Council or Standing Committee shall extend beyond 6:00 PM, unless otherwise decided by a 2/3rds vote of eligible members; and

iii) the Civic Administration BE DIRECTED to schedule a time at a future meeting for general discussion regarding efficient meeting management;

c) clauses 1.1 and 3.2 BE RECEIVED.

Motion Passed

7. (2.1) Recruitment, Retention and Accommodation of Planning and Development and Building Staff

Motion made by: S. Lewis

That item 2.1 and items 6.1 to 6.4 BE REFERRED to a Special Meeting of Strategic Priorities and Policy Committee to be held on Wednesday, December 6, 2023, at 1:00 PM.

Motion Passed

8. (2.2) Update to Request for Proposal (RFP) 2023-199 Hubs Implementation Plan

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken regarding the Update to Request For Proposal (RFP) 2023-199 Hubs Implementation Plan report:

a) the portion of Request for Proposal 2023-199 awarded to Canadian Mental Health Association Thames Valley Addition and Mental Health Services (CMHA) by Municipal Council at its meeting held October 5, 2023 BE CANCELLED, subject to the execution of a mutual release between the City and CMHA;

b) the Civic Administration BE DIRECTED to undertake all administrative acts necessary to facilitate the execution of a mutual release between the City and CMHA in relation to the Request For Proposal 2023-199, in a form satisfactory to the Deputy City Manager, Legal Services; and

c) the Civic Administration BE DIRECTED to provide Municipal Council with the option of additional time equal to one committee cycle to consider the results of any future Hubs Request for Proposal (RFP) prior to requesting a final decision;

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 16, 2023 from B. Brock with respect to this matter.

Motion Passed

9. (2.3) November Progress Update - Health and Homelessness Whole of Community System Response

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken regarding the November Progress Update – Health & Homelessness Whole of Community System Response report;

a) the November Progress Update – Health & Homelessness Whole of Community System Response Report BE RECEIVED for information; and

b) a one-time allocation up to the amount of \$251,000 BE APPROVED for Ark Aid's meal Invoice program from July to March 31, 2024;

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 16, 2023 from B. Brock with respect to this matter.

Motion Passed

11. (3.1) 2024-2027 Consolidated Fees and Charges By-law (Relates to Bill No. 421)

Motion made by: S. Lewis

That, with respect to the 2024-2027 Consolidated Fees and Charges By-law, the following actions be taken:

- a) the 2024-2027 Consolidated Fees and Charges By-law "Climate Change and Environmental Stewardship, Bike Locker - Hourly Rental Rate" BE AMENDED to allow for two hour free parking for every 24-hour rental period; and
- b) the proposed by-law as appended to the staff report dated November 21, 2023 as Appendix, as amended above, "B" BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2023, for the purpose of repealing By-law No. A-58, as amended, being "A by-law to provide for Various Fees and Charges", and replacing it with a new 2024-2027 Consolidated Fees and Charges By-law that lists various fees and charges for services or activities provided by the City of London;

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 16, 2023 from C. Butler with respect to this matter;

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

Motion Passed

12. (3.2) 2024 Water and Wastewater Rates (Relates to Bill No.'s 453 and 454)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure and the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2024 Water and Wastewater rates and charges:

- a) the proposed by-law as appended to the staff report dated November 21, 2023 as Appendix "A", to amend By-law WM-28 being "A by-law for regulation of wastewater and stormwater drainage systems in the City of London", BE INTRODUCED at the Municipal Council meeting to be held November 28, 2023 to effect rates and charges increases of 4.0 percent for wastewater and stormwater services effective January 1, 2024; and,
- b) the proposed by-law as appended to the staff report dated November 21 2023 as Appendix "B", to amend By-law W-8 being "A by-law to provide for the Regulation of Water Supply in the City of London", BE INTRODUCED at the Municipal Council meeting to be held November 28, 2023 to effect rates and charges increases of 2.5 percent for water services effective January 1, 2024;

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

Motion Passed

13. (3.3) Christina Fox, Chief Executive Officer, TechAlliance - Annual Update

Motion made by: S. Lewis

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

Motion Passed

14. (3.4) Kapil Lakhotia, President and Chief Executive Officer, London Economic Development Corporation - Annual Update

Motion made by: S. Lewis

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

Motion Passed

15. (3.5) Steve Pellarin, Executive Director, Small Business Centre - Annual Update

Motion made by: S. Lewis

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

Motion Passed

16. (4.1) Committee Appointment Preferences Submitted by Council Members

Motion made by: S. Lewis

That the following appointments BE MADE to the Standing Committees of the Municipal Council for the term December 1, 2023 to November 30, 2024:

a) Planning and Environment Committee
Councillor C. Rahman
Councillor S. Hillier
Councillor S. Lewis
Councillor S. Franke

b) Civic Works Committee
Councillor J. Pribil
Councillor D. Ferreira
Councillor S. Trosow
Councillor S. Franke

c) Community and Protective Services Committee
Councillor D. Ferreira
Councillor H. McAlister
Councillor J. Pribil
Councillor S. Trosow

d) Corporate Services Committee
Councillor P. Cuddy
Councillor C. Rahman
Councillor C. Stevenson
Councillor P. Van Meerbergen

e) that the Communication dated November 13, 2023, from Mayor Morgan with respect to standing committee chairs BE RECEIVED; it being noted that the following Councillors were appointed by the Mayor as Chairs of the following committees:

Councillor S. Lehman (Chair) - Planning and Environment Committee
Councillor A. Hopkins (Chair) - Civic Works Committee
Councillor E. Pelosa (Chair) - Community and Protective Services Committee
Councillor H. McAlister (Chair) - Corporate Services Committee.

Motion Passed

18. (4.3) Asylum Claimants

Motion made by: S. Lewis

That the following actions be taken with respect to the Impacts of Asylum Claimants:

a) the Civic Administration BE DIRECTED to report back to Council on the impacts of Asylum claimants on our local shelter system. Based on the findings from the staff report, that staff apply if appropriate for Interim Housing Assistance Program (IHAP) funding if necessary, to address the impacts on local shelters;

b) the Mayor BE REQUESTED to undertake immediate advocacy efforts with the Association of Municipalities of Ontario, the Ontario Big City Mayors Caucus, and the Government of Canada and the Government of Ontario to advocate for resources for cities to address the influx in asylum claimants; and

c) the Mayor BE REQUESTED to write a letter on behalf of Council in support of the request by London Cross Cultural Learning Centre (CCLC) in collaboration with Mission Services for funding from the Province of Ontario to support the hiring of staff to provide additional supports for Asylum claimants;

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 12, 2023 from Councillor Rahman and Mayor Morgan and a communication dated November 16, 2023 from E. A. Ronson, Executive Director, Mission Services of London with respect to this matter.

Motion Passed

19. (5.1) Request for Term Extension of the Community Advisory Committees

Motion made by: S. Lewis

That, notwithstanding the General Policy for Advisory Committees is currently under review (including collecting feedback from Community Advisory Committee members related to recruitment and term) the following actions be taken with respect to the City of London's Community Advisory Committees:

- a) the current membership BE EXTENDED to April 1, 2025 for the following Community Advisory Committees:
 - i) Accessibility Community Advisory Committee;
 - ii) Animal Welfare Community Advisory Committee;
 - iii) Community Advisory Committee on Planning;
 - iv) Diversity, Inclusion and Anti-Oppression Community Advisory Committee;
 - v) Ecological Community Advisory Committee;
 - vi) Environmental Stewardship and Action Community Advisory Committee; and
 - vii) Integrated Transportation Community Advisory Committee.
- b) the Civic Administration BE DIRECTED to postpone advertisements for Community Advisory Committee vacancies for citizen-at-large and sectoral Community Advisory Committee members until January, 2025 for the term beginning April 1, 2025, in accordance with the General Policy for Advisory Committees;
- c) auxiliary recruitments BE CONTINUED on an as-needed basis in response to any Community Advisory Committee resignations in accordance with the General Policy for Advisory Committees;
- d) the Civic Administration BE DIRECTED to notify the aforementioned Community Advisory Committees of Council's decision; and
- e) the Community Advisory Committee structure BE REFERRED to Governance Working Group to review potential redundancies and to review opportunities to improve operations of advisory committees.

Motion Passed

20. (5.2) 12th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the following actions be taken with respect to the 12th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from the meeting held on November 14, 2023:

- a) the request from the Awards and Recognition Sub-Committee for budget allocation of up to \$2,500.00 for the 2023 Diversity, Race Relations and Inclusivity Award, BE APPROVED; and
- b) clauses 1.1, 2.1 and 2.2 BE RECEIVED for information.

Motion Passed

10. (2.4) 2023-2027 City of London Strategic Plan: Core Area

Motion made by: S. Lewis

That with respect to the 2023-2027 City of London Strategic Plan: Core Area, the following actions be taken:

- a) the 2023-2027 City of London Strategic Plan: Core Area BE REFERRED back to Civic Administration;
- b) the Civic Administration BE DIRECTED to undertake a comprehensive review considering current conditions and existing plans. This should involve the removal of outdated components from previous work, prioritizing essential elements. Additionally, the examination should determine the necessity of a new downtown master plan, extending beyond the immediate 2023-2027 City of London Strategic Plan timeline while aligning with its scope; and
- c) the Civic Administration BE DIRECTED to report back to a future meeting of the Strategic Priorities and Policy Committee with a prioritized grouping of next steps including short term actions, a longer-term plan of action, draft targets, metrics and fulfilment requirements to a future meeting of the Strategic Priorities and Policy Committee;

it being noted that recent funding approvals by Municipal Council for the Downtown London and Old East Village Business Improvement Associations provides some bridge funding to assist with short-term challenges and needs while this work is being undertaken;

it being further noted that the Strategic Priorities and Policy Committee received a communication dated November 19, 2023 from B. Maly, Executive Director, Downtown London and S. A. Collyer, LDBA Board Chair with respect to this matter.

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

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

At 1:48 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 1:49 PM, His Worship Mayor J. Morgan resumes the Chair.

17. (4.2) Community Cold Weather Response Update

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following Actions be taken regarding Community Cold Weather Response Update Report, that;

- a) the Community Cold Weather Response Report Update BE RECEIVED for information;

b) the Civic Administration BE DIRECTED by Municipal Council to proceed with the following contracts for overnight spaces to support the cold weather plan:

i) the Civic Administration BE DIRECTED to enter into a contract with The Ark Aid Street Mission in the amount up to \$826,686 (excluding HST) for the provision of all services to operate 30 overnight spaces at 696 Dundas Street for the cold weather response overnight spaces from December 1, 2023, to May 31, 2024, as per the Corporation of the City of London Procurement Policy Section 14.2;

ii) the Civic Administration BE DIRECTED to enter into a contract with The Ark Aid Street Mission in the amount up to \$1,472,739 (excluding HST) for the provision of all services to operate 65 spaces at 432 William Street for the cold weather response overnight spaces from January 8, 2023, to May 31, 2024, as per the Corporation of the City of London Procurement Policy Section 14.2;

iii) the Civic Administration BE DIRECTED to enter into a contract with The Ark Aid Street Mission in the amount up to \$404,323 (excluding HST) for the provision of all services to operate 15 overnight spaces at CMHA Coffee House, 371 Hamilton Road for the cold weather response overnight spaces from December 11, 2023, to May 31, 2024, as per the Corporation of the City of London Procurement Policy Section 14.2;

iv) the Civic Administration BE DIRECTED to enter into a contract with The Ark Aid Street Mission in the amount up to \$335,216 (excluding HST) for the provision of all services to operate 10 overnight spaces at CMHA My Sisters Place, 566 Dundas Street for the cold weather response overnight spaces from December 15, 2023, to May 31, 2024, as per the Corporation of the City of London Procurement Policy Section 14.2;

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the contracts selected in part b); and,

d) the approval given herein BE CONDITIONAL upon the Corporation of the City of London amending/entering into all necessary agreements noting that Civic Administration will report back to Council on the outcome of the negotiated agreements and then further report back to Council on conclusion of the cold weather response, with details including the dates contracts are signed as well as the dates and amounts of the payments made;

it being noted that the Strategic Priorities and Policy Committee heard a delegation from Sarah Campbell, Executive Director, The Ark Aid Street Mission with respect to this matter.

ADDITIONAL VOTES:

Motion made by: S. Lewis

Motion to approve part b) as follows:

b) the Civic Administration BE DIRECTED by Municipal Council to proceed with the following contracts for overnight spaces to support the cold weather plan:

i) the Civic Administration BE DIRECTED to enter into a contract with The Ark Aid Street Mission in the amount up to \$826,686 (excluding HST) for the provision of all services to operate 30 overnight spaces at 696 Dundas Street for the cold weather

response overnight spaces from December 1, 2023, to May 31, 2024, as per the Corporation of the City of London Procurement Policy Section 14.2;

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

Motion Passed (15 to 0)

Motion made by: S. Trosow

Motion to approve part b) as follows:

b) the Civic Administration BE DIRECTED by Municipal Council to proceed with the following contracts for overnight spaces to support the cold weather plan:

ii) the Civic Administration BE DIRECTED to enter into a contract with The Ark Aid Street Mission in the amount up to \$1,472,739 (excluding HST) for the provision of all services to operate 65 spaces at 432 William Street for the cold weather response overnight spaces from January 8, 2023, to May 31, 2024, as per the Corporation of the City of London Procurement Policy Section 14.2;

Yeas: (9): Mayor J. Morgan, H. McAlister, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and E. Pelozza

Nays: (6): S. Lewis, P. Cuddy, S. Lehman, P. Van Meerbergen, D. Ferreira, and S. Hillier

Motion Passed (9 to 6)

At 2:39 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 2:44 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Trosow

Motion to approve part b) as follows:

b) the Civic Administration BE DIRECTED by Municipal Council to proceed with the following contracts for overnight spaces to support the cold weather plan:

iii) the Civic Administration BE DIRECTED to enter into a contract with The Ark Aid Street Mission in the amount up to \$404,323 (excluding HST) for the provision of all services to operate 15 overnight spaces at CMHA Coffee House, 371 Hamilton Road for the cold weather response overnight spaces from December 11, 2023, to May 31, 2024, as per the Corporation of the City of London Procurement Policy Section 14.2;

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

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: S. Trosow

Motion to approve part b) as follows:

b) the Civic Administration BE DIRECTED by Municipal Council to proceed with the following contracts for overnight spaces to support the cold weather plan:

iv) the Civic Administration BE DIRECTED to enter into a contract with The Ark Aid Street Mission in the amount up to \$335,216 (excluding HST) for the provision of all services to operate 10 overnight spaces at CMHA My Sisters Place, 566 Dundas Street for the cold weather response overnight spaces from December 15, 2023, to May 31, 2024, as per the Corporation of the City of London Procurement Policy Section 14.2;

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

Motion Passed (15 to 0)

Motion made by: S. Trosow

Motion to approve the balance of the clause as follows:

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following Actions be taken regarding Community Cold Weather Response Update Report;

a) the Community Cold Weather Response Report Update BE RECEIVED for information;

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the contracts selected in part b); and,

d) the approval given herein BE CONDITIONAL upon the Corporation of the City of London amending/entering into all necessary agreements noting that Civic Administration will report back to Council on the outcome of the negotiated agreements and then further report back to Council on conclusion of the cold weather response, with details including the dates contracts are signed as well as the dates and amounts of the payments made;

it be noted that the Strategic Priorities and Policy Committee heard a delegation from Sarah Campbell, Executive Director, The Ark Aid Street Mission with respect to this matter.

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

Motion Passed (15 to 0)

8.2 18th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 18th Report of the Planning and Environment Committee BE APPROVED, with the exception of item 8 (3.5).

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

Absent: (1): D. Ferreira

Motion Passed (14 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) Application for Brownfield CIP Incentives - 400 Southdale Road East

Motion made by: S. Lehman

That, on the recommendation of the Director, Economic Services and Supports, the following actions be taken with respect to the application by LJM Developments (Halton Hills) Inc., relating to the property located at 400 Southdale Road East:

- a) a total expenditure of up to a maximum of \$624,000 in municipal brownfield financial incentives BE APPROVED at the Municipal Council meeting to be held on November 28, 2023 and BE ALLOCATED in the Community Improvement Plan (CIP) for Brownfield Incentives ('Brownfield CIP'):
 - i) APPROVAL BE GIVEN to provide a grant through the Development Charges Rebate Program for the eligible remediation costs, as follows:
 - A) if development charges are paid in one lump sum amount, the Development Charges Rebate grant will be issued in one instalment; and,
 - B) if development charges are paid annually over six years, the Development Charges Rebate grant will be issued in six annual instalments, noting that any interest charged by the City of London for deferred development charge payments is not included in the rebate; and,
 - b) the applicant BE REQUIRED to enter into an agreement with the City of London outlining the relevant terms and conditions for the incentives that have been approved by Municipal Council under the Brownfield CIP; the agreement between The Corporation of the City of London and LJM Developments (Halton Hills) Inc. will be transferable and binding on any subsequent property owner(s);
- it being noted that no grants will be provided through the Brownfield CIP until:
- i) all remediation work approved under this application is finished;
 - ii) the payment of development charges has begun;
 - iii) a Record of Site Condition is filed with the Government of Ontario's Environmental Site Registry; and,
 - iv) The Corporation of The City of London receives receipts showing the actual cost of the eligible remediation work;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Motion Passed

3. (2.2) Monthly Heritage Report - October 2023

Motion made by: S. Lehman

That, the Monthly Heritage Report for October, 2023, BE RECEIVED for information. (2023-R01)

Motion Passed

4. (3.1) 6019 Hamlyn Street (Z-9654) (Relates to Bill No. 456)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Sifton Properties Ltd., relating to the property located at 6019 Hamlyn Street, the proposed by-law appended to the staff report dated November 13, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 28, 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 Holding Residential R4/R5/R6/R7/R8 Special Provision (h*h-100*R4-3(2)*R5-7(18)*R6-5(74)*R7(29) *D75*H20*R8-4(62)) Zone with provisions for a maximum density of 75 units per hectare and a maximum height of 20 metres TO a Holding Residential R4/R5/R6/R7/R8 Special Provision (h*h-100*R4-3(2)*R5-7(18)*R6-5(74)*R7(29)*D100*H20*R8-4(_)) Zone with provision of a maximum density of 100 units per hectare and a maximum height of 20 metres;

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

- A. Haasen, Sifton Properties Limited;

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 zone conforms to The London Plan, including but not limited to the Neighbourhoods Place Type, Environmental Review Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable The London Plan policies;
- the recommended zone conforms to the policies of the Southwest Area Secondary Plan; and,
- the recommended zone is appropriate and will permit open space/park uses consistency with the planned vision of the Neighbourhoods Place Type and built form that contributes to a sense of place, character and connectivity;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance,

taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

5. (3.2) 187 Wharnccliffe Road North (HAP23-074-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 approval for the demolition of the existing building and approval for a proposed new mixed use building comprised of office and residential, as described herein and shown in Appendix C, on the property at 187 Wharnccliffe Road North, within the Blackfriars/Petersville Heritage Conservation District, BE PERMITTED with the following terms and conditions:

- a) horizontal painted wood or fiber cement board be used for the exterior cladding of the proposed building, including the gable ends;
- b) painted wood doors be used on the north and west elevations of the proposed building;
- c) front (west) porch to feature panelled columns with cap and base details, and a painted wood railing/guard following EC-2 of SB-7, primed and painted;
- d) side (north) porch to feature panelled columns with cap and base details, primed and painted;
- e) front yard parking is prohibited;
- f) any signage for the proposed office use be limited to the small band above the west entrance and be indirectly illuminated by hanging light fixtures, as indicated on plans submitted;
- g) the Heritage Planner be circulated on the Building Permit application drawings to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit; and,
- h) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the Planning and Environment Committee received a communication dated October 25, 2023, from R. Annis, with respect to these matters;

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

- T. Dingman;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Motion Passed

6. (3.3) 607 Queens Avenue (Z-9650) (Relates to Bill No. 457)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by 1934643 Ontario Inc., c/o Zelinka Priamo Ltd., relating to the property located at 607 Queens Avenue, the proposed by-law appended to the staff report dated November 13, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 28, 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 R3 /Office Conversion (R3-1/OC5) Zone TO a Residential R3 /Office Conversion Special Provision (R3-1/OC7(_)) Zone;

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

- L. Jamieson, 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 (PPS), 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 recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Urban Corridor Place Type policies; and;
- the recommended amendment would permit a new land use that is considered appropriate within the surrounding context and will facilitate the adaptive reuse of the existing converted dwelling;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Motion Passed

7. (3.4) 1990 Commissioners Road East and 2767 Doyle Drive (Z-9656) (Relates to Bill No. 458)

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 Lux Homes Design & Build, (c/o SBM Ltd.), relating to the property located at 1990 Commissioners Road East & 2767 Doyle Drive:

- a) the proposed by-law appended to the staff report dated November 13, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 28, 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 Special Provision (UR4(5)/UR4(7)) Zone, TO a Residential R5 Special Provision (R5-7(_)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) shift Blocks 1 and 2 to the west and Block 3 to the east to centralize the buildings on the site;

- ii) fencing and/or landscaping be provided along the perimeter of the site to ensure adequate buffering is maintained between the subject lands and adjacent residential properties;
- iii) additional tree plantings will be required to compensate for loss of trees;
- iv) review short-term bicycle parking spaces allocated to the site;
- v) landscaping to include at minimum 50% native species, with no invasive species planted; and,
- vii) include a minimum of 5% EV charging spots;

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

- N. Dyjach, Strik Baldinelli Moniz; and,
- A. Johnson;

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

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary with an appropriate form of infill development that provides choice and diversity in housing options;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

9. (3.6) 200 Albert Street (Z-9561) (Relates to Bill No. 460)

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 200 Albert London Incorporated, relating to the property located at 200 Albert Street:

- a) the proposed by-law appended to the staff report dated November 13, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 28, 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 R10/Office Conversion/Temporary (R10-3*H24/OC7/T-70) Zone TO a Residential R10 Special Provision (R10-3(_)*H56) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) provide a minimum transparent glazing on the lobby/vestibule of 50% abutting Albert Street;
 - ii) consider changes to the building design above the 7th storey to reduce the building width (north-south);
 - iii) provide a taller ground floor height to benefit the site from a streetscape activation perspective;
 - iv) incorporate alternative landscaping design to ensure adequate

- tree and vegetative plantings above the parking garage;
- v) consider revisions to the layby to ensure safe and efficient vehicle movements; and,
- vi) seek opportunities to provide additional step backs along all lot lines above the 3rd and 6th floor;
- vii) landscaping to include at minimum 50% native species, with no invasive species planted;
- viii) include a minimum of 5% EV charging spots;
- ix) ensure the building is built to a minimum of Bronze LEED certification or similar green building standard;
- x) ensure that at least 50% of the rooftop is green roof or solar; and,
- xi) bird friendly design incorporated (lights point down and 90% of all glazing 5 storeys and below treated);

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

- D. Galbraith;
- M. Villemaire; and,
- A.M. Valastro;

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

- the recommended amendments are consistent with the Provincial Policy Statement, 2020;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of The London Plan, including, but not limited to the Rapid Transit Corridor Place Type, City Building and Design, Our Tools, and all other applicable policies in The London Plan; and,
- the recommended amendment facilitates the development of a site within the Primary Transit Area and Built-Area Boundary with an appropriate form of infill development;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Committee Clerk BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration. (2023-D09)

Motion Passed

11. (5.2) 12th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the 12th Report of the Community Advisory Committee on Planning, from its meeting held on November 8, 2023 BE RECEIVED for information.

Motion Passed

8. (3.5) 978 Gainsborough Road (Z-9247) (Relates to Bill No.'s 422 and 459)

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 Highland Communities Ltd., relating to the property located at 978 Gainsborough Road:

- a) the request to amend the Official Plan, The London Plan, for the City of London by AMENDING a site-specific policy for the Neighbourhoods Place Type to allow a maximum density of 370 units per hectare and a maximum height of 17-storeys, BE APPROVED;
- b) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject lands FROM a Holding Residential R9 Special Provision (h-5.h-11.h-17. R9-7(17).H50) TO a Holding Residential R9 Special Provision (h-.h-5.h-11.h-110. R9-7().H60 Zone to permit the development of two, 17 storey residential apartment buildings interconnected by a 6-storey podium with a total of 481 residential units, BE APPROVED;
- c) 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 housing options;
- d) the Civic Administration BE DIRECTED to bring forward the required implementing by-laws to the November 28, 2023 Council meeting for approval;
- e) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the changes will not significantly alter the proposed development circulated in the Notice of Public Meeting; and,
- f) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) include a highly visible and distinguishable principal building entrance for pedestrians on the north elevation. This entrance should be designed with architectural features such as transparent glazing, weather protection (such as canopies), signage and other architectural features that distinguish it as the principal building entrance;
 - ii) provide a safe and convenient pedestrian walkway from the public sidewalk on Gainsborough Road and the public sidewalk on the future Coronation Drive extension to the principal building entrance(s);
 - iii) consider locating the entrance(s) to the underground parking on the east and/or west elevations of the building as opposed to the north elevation to allow space for a central pedestrian access closer to the public street, to allow for more active uses on the front of the building, and to not have the parking garage entrance be the view terminus for the main access into site;
 - iv) consider providing individual unit entrances for the ground floor units along the 'service road' and include individual walkway access from each unit to the sidewalk along this street;
 - v) consider designing the proposed 'service road' to include pedestrian amenities such as landscaping, street furniture, human-

- scale lighting and sidewalks on both sides of the street;
- vi) ensure that rooftop mechanical penthouses and equipment should be screened from view and/or incorporated into the overall building design;
 - vii) provide easily accessible temporary bicycle parking facilities on-site;
 - viii) confirm the location(s) of garbage pick-up and/or loading areas and ensure they are screened from view from public streets and/or pedestrian connections;
 - ix) provide fully dimensioned site plan and elevations for all sides of the proposed buildings;
 - x) landscaping to include at minimum 50% native species, with no invasive species planted;
 - xi) achieve a LEED certification or similar green standard; and,
 - xii) include a minimum of 5% EV charging spots (Mix of Level 1 and 2);

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

- H. Froussios, Zelinka Priamo Ltd.; and,
- M. Al Ashkar, Highland Communities;

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

- the application is consistent with the Provincial Policy Statement; and,
- the application is consistent with the neighbourhood character, with the appropriate holding provisions for servicing and easement requirements;

it being further noted that the applicant verbally indicated that in lieu of affordable housing units at 80% of AMR, a financial contribution of \$300,000 will be made toward Council's Roadmap to 3000 and Whole of Community Response at the completion of the Site Plan Approval process; it being noted that detailed information will be provided by the applicant prior to Council's final approval;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

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

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

Motion Passed (12 to 3)

Motion made by: D. Ferreira

Seconded by: S. Stevenson

That the Council recess at this time.

Motion Passed

The Council recesses at 3:34 PM and reconvenes at 3:58 PM.

8.3 17th Report of the Community and Protective Services Committee

Motion made by: E. Peloz

That the 17th Report of the Community and Protective Services Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Peloz

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 7th Report of the Accessibility Community Advisory Committee

Motion made by: E. Peloz

That the 7th Report of the Accessibility Community Advisory Committee, from its meeting held on October 26, 2023, BE RECEIVED.

Motion Passed

3. (2.2) 11th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Peloz

That the following actions be taken with respect to the 11th Report of the Animal Welfare Community Advisory Committee, from its meeting held on November 2, 2023:

- a) Paul Yeoman, Patrick Donnelly and a member of Civic Administration with knowledge of Environmentally Sensitive Areas (ESAs) BE INVITED to the December 2023 meeting of the Animal Welfare Community Advisory Committee to give an update on the status of the Clear Your Gear initiative;
- b) a member of Civic Administration from the Communications division BE REQUESTED to assist the Animal Welfare Community Advisory Committee (AWCAC) in producing library displays related to how to safeguard windows for birds; it being noted that the AWCAC will finalize the information for the display for approval at the next meeting of the AWCAC;
- c) a budget expenditure BE APPROVED, as outlined on the attached document, from the 2023 Animal Welfare Community Advisory Committee to pay for three displays for libraries related to ways to safeguard windows for birds, including carrying cases for the displays; it being noted that, if there are funds left after the

above-noted purchase, said funds will be used to purchase bird-friendly window collision tape; and,

d) clauses 1.1 and 3.1 BE RECEIVED.

Motion Passed

4. (2.3) 2023 Annual Emergency Management Program Update (Relates to Bill No. 418)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Enterprise Supports the following actions be taken with respect to the staff report, dated November 14, 2023, related to the 2023 Annual Emergency Management Program Update:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting, to be held on November 28, 2023, to amend By-law No. A.-7657-4, as amended, being "A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan" in order to repeal and replace Schedule "A" to the by-law; and,

b) the above-noted staff report BE RECEIVED. (2023-P03)

Motion Passed

5. (2.4) Housing Collaborative Initiative Follow-Up and Next Steps

Motion made by: E. Pelosa

That the following actions be taken with respect to the staff report, dated November 14, 2023, related to the Housing Collaborative Initiative Follow-Up and Next Steps:

a) the Civic Administration BE DIRECTED close out all existing financial obligations related to the Housing Collaborative Initiative;

b) the Civic Administration BE DIRECTED to report back on next steps to implement a platform to manage housing data following business readiness and project planning;

c) the above-noted staff report BE RECEIVED;

d) the Civic Administration BE DIRECTED to report back on the financial costs (by municipality and the total cost); and,

e) the Civic Administration BE DIRECTED to report back on monies collected and the details on any that remain uncollected;

it being noted that existing software and systems continue to be used by city staff, housing providers and clients (2023-S11)

Motion Passed

6. (2.5) Property Standards Related Demolitions (Relates to Bill No. 419)

Motion made by: E. Pelosa

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

the staff report dated November 14, 2023, BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2023, to permit the potential demolition of the abandoned buildings and structures in the City of London, located at the following addresses: 712 Adelaide Street North, 1803 Bradley Avenue, 19 Redan Street, and 188 Wharncliffe Road South; it being noted that the properties may be cleared of all identified buildings, structures, debris and refuse and left in a graded and levelled condition in accordance with the City of London Property Standards By-law and the Ontario Building Code Act, if required. (2023-P10D)

Motion Passed

7. (2.6) Building Safer Communities Fund Grant Recipients and Agreement Template (Relates to Bill No. 420)

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 November 14, 2023, related to the Building Safer Communities Fund (BSCF) Grant Recipients and Agreement Template:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on November 28, 2023, to:
- i) approve the standard form Grant Agreement (London's Building Safer Communities Fund), as appended to the above-noted by-law, to be entered into between The Corporation of the City of London and corporations who have applied to the City for a grant;
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
 - iii) delegate authority to the City Manager, or their designate, the Deputy City Manager, Neighbourhood and Community-Wide Services to act as City Representative for the purpose of this standard form Grant Agreement and to amend the standard form Grant Agreement as outlined in the above-note by-law; and,
- b) the above-noted staff report BE RECEIVED. (2023-F11)

Motion Passed

8. (2.7) Review of Water Servicing in City Parks (Relates to Bill No. 455)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated November 14, 2023, related to the Review of Water Servicing in City Parks:

- a) the above-noted staff report BE RECEIVED;
- b) the practice of including outdoor drinking water infrastructure with the construction of new field houses and community centres BE MAINTAINED;
- c) the Civic Administration BE DIRECTED to develop a prioritized plan to add drinking water to appropriate locations as part of the

Parks and Recreation Master Plan Update work commencing in 2024 in order to inform investments and budgets beyond 2027;

it being noted that Parks and Forestry staff will continue to review opportunities for low cost/low maintenance drinking water installations in the regular consideration of parks infrastructure renewal projects in the interim. (2023-E08)

Motion Passed

8.4 16th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 16th Report of the Civic Works Committee BE APPROVED, with the exception of items 4 (2.3), 5 (3.1), and 6 (3.2).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 11th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

That the 11th Report of the Environmental Stewardship and Action Community Advisory Committee, from the meeting held on November 1, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Endorsement of Updated Operational Plans for the City of London Drinking Water System

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated November 14, 2023, related to the Endorsement of Updated Operational Plans for the City of London Drinking Water System:

a) the above-noted staff report BE RECEIVED;

b) the current Operational Plan for the City of London Drinking Water System BE ENDORSED by Council as per the requirements of O. Reg. 188/07; and,

c) the current Operational Plan for the Elgin-Middlesex Pumping Station (London Portion) BE ENDORSED by Council as per the requirements of O. Reg. 188/07. (2023-E13)

Motion Passed

4. (2.3) New Sidewalk Project List 2024

Motion made by: C. Rahman

That the following actions be taken with respect to the staff report, dated November 14, 2023, related to the New Sidewalk Project List 2024:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to remove Sovereign Court from Appendix A of the above-noted staff report. (2023-T04)

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

Motion Passed (15 to 0)

5. (3.1) Northridge Neighbourhood Connectivity Plan

Motion made by: S. Lewis

Seconded by: E. Pelozza

That the motion BE AMENDED to remove Dalkeith Avenue from the list of exempted streets for sidewalks in the Northridge Neighbourhood Connectivity Plan.

Yeas: (7): Mayor J. Morgan, S. Lewis, S. Trosow, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (8): H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Failed (7 to 8)

Motion made by: C. Rahman

That the Northridge Neighbourhood Connectivity Plan, as appended to the staff report dated November 14, 2023, BE APPROVED to inform the annual Renew London Construction Program with the exception of the proposed Glengarry Avenue, Dalkeith Avenue, Algoma Avenue, Glengyle Crescent, Dunboyne Crescent, Maxwell Crescent and Tweed Crescent sidewalks;

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

- B. Bontje;
- K. Leitch;
- G. Finlay;
- W. Takola;

- N. Nielsen;
- D. Berberich;
- P. De Sensi;
- M. McDonald;
- P. Harris;
- S. Burns;
- P. Sanford; and,
- B. Lazar;

it being noted that the presentation from J. Dann, Director, Construction and Infrastructure Services, with respect to this matter, was received. (2023-T04)

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

Nays: (4): S. Trosow, A. Hopkins, S. Franke, and E. Pelozza

Motion Passed (11 to 4)

6. (3.2) Huron Heights Neighbourhood Connectivity Plan

That the Huron Heights Neighbourhood Connectivity Plan, as appended to the staff report dated November 14, 2023, BE APPROVED to inform the annual Renew London Construction Program with the exception of the proposed Kaladar Drive, Cayuga Crescent, Mark Street and Michael Street sidewalks;

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

it being further noted that the presentation from J. Dann, Director, Construction and Infrastructure Services, with respect to this matter, was received. (2023-T04)

Motion made by: P. Cuddy
Seconded by: H. McAlister

That the motion BE AMENDED to remove Michael Street from the list of exempted streets for sidewalks in the Huron Heights Neighbourhood Connectivity Plan.

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

Motion Passed (15 to 0)

Item 6, clause 3.2, as amended, reads as follows:

Motion made by: C. Rahman
Seconded by: H. McAlister

That the Huron Heights Neighbourhood Connectivity Plan, as appended to the staff report dated November 14, 2023, BE

APPROVED to inform the annual Renew London Construction Program with the exception of the proposed Kaladar Drive, Cayuga Crescent, and Mark Street sidewalks;

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

it being further noted that the presentation from J. Dann, Director, Construction and Infrastructure Services, with respect to this matter, was received. (2023-T04)

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

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

Motion Passed (13 to 2)

8.5 3rd Report of the Audit Committee

Motion made by: S. Lewis

That the 3rd Report of the Audit Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) Updated Risk-Based Internal Audit Plan

Motion made by: S. Lewis

That the following actions be taken with regards to the Updated Risk-Based Internal Audit Plan:

a) the Internal Audit Plan BE REVISED, in consultation with MNP, to move the compliance audit related to Creating a Safe London for Women and Girls to Q3 of 2024, and to move the compliance audit related to Anti-Racism Anti-Oppression (ARAO) to 2025; and

b) the communication dated November 15, 2023 from MNP with respect to the Updated Risk-Based Internal Audit Plan BE RECEIVED.

Motion Passed

3. (4.2) Briefing Note From Internal Audit

Motion made by: S. Lewis

That the communication from MNP, with respect to the briefing note from the internal auditor, BE RECEIVED.

Motion Passed

4. (4.3) Internal Audit Follow Up Activities Dashboard

Motion made by: S. Lewis

That the communication from MNP, with respect to the internal audit follow up activities update dashboard, BE RECEIVED.

Motion Passed

5. (4.4) Vendor Risk Management (VRM) Audit

Motion made by: S. Lewis

That the communication dated November 1, 2023 from MNP with respect to the Vendor Risk Management (VRM) Audit BE RECEIVED.

Motion Passed

6. (4.5) Community Arts Investment Program Value for Money (VFM) Audit

Motion made by: S. Lewis

That the communication dated November 2, 2023 from MNP with respect to the Community Arts Investment Program Value for Money (VFM) Audit, BE RECEIVED.

Motion Passed

7. (4.6) Community Heritage Investment Program Value for Money (VFM) Audit

Motion made by: S. Lewis

That the communication dated November 1, 2023 from MNP with respect to the Community Heritage Investment Program Value for Money (VFM) BE RECEIVED.

Motion Passed

9. Added Reports

- 9.1 17th Report of Council in Closed Session

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

At 5:00 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 5:03 PM, His Worship Mayor J. Morgan resumes the Chair

Motion made by: Mayor J. Morgan

Seconded by: E. Pelozza

That, pursuant to section 20.2 of the Council Procedure By-law, Mayor J. Morgan BE GRANTED leave to bring forward an Emergent Motion with respect to 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.

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

Motion Passed (15 to 0)

Motion made by: E. Pelozza

Seconded by: A. Hopkins

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

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.

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

Motion Passed (15 to 0)

That Council convenes In Closed Session, from 5:04 PM to 5:31 PM.

13. By-laws

Motion made by: S. Stevenson

Seconded by: J. Pribil

That Introduction and First Reading of Bill No.'s 417 to Bill No. 460, and excluding Bill No. 422 and Bill No. 459, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: A. Hopkins
Seconded by: D. Ferreira

That Second Reading of Bill No.'s 417 to Bill No. 460, and excluding Bill No. 422 and Bill No. 459, BE APPROVED.

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

Motion Passed (15 to 0)

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

That Third Reading and Enactment of Bill No.'s 417 to Bill No. 460, and excluding Bill No. 422 and Bill No. 459, BE APPROVED.

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

Motion Passed (15 to 0)

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

That Introduction and First Reading of Bill No.'s 422 and Bill No. 459, BE APPROVED.

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

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

Motion Passed (12 to 3)

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

That Second Reading of Bill No.'s 422 and Bill No. 459, BE APPROVED.

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

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

Motion Passed (12 to 3)

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

That Third Reading and Enactment of Bill No.'s 422 and Bill No. 459, BE APPROVED.

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

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

Motion Passed (12 to 3)

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

Bill No. 417	By-law No. A.-8435-318 – A by-law to confirm the proceedings of the Council Meeting held on the 28th day of November, 2023. (City Clerk)
Bill No. 418	By-law No. A.-7657(f)-319 – A by-law to amend By-law No. A.-7657-4, as amended, being “A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan” to repeal and replace Schedule “A” to the by-law. (2.3/17/CPSC)
Bill No. 419	By-law No. A.-8436-320 – A by-law to approve the potential demolition of vacant buildings at 188 Wharnccliffe Rd S, 19 Redan St, 1803 Bradley Ave, and 712 Adelaide St N under the Property Standards provisions of the Building Code Act. (2.5/17/CPSC)
Bill No. 420	By-law No. A.-8437-321 – A by-law to approve and adopt the standard form Grant Agreement (Building Safer Communities Fund); and to authorize the Mayor and City Clerk to execute the Agreement. (2.6/17/CPSC)
Bill No. 421	By-law No. A-59 – A by-law to provide for Various Fees and Charges and to repeal By-law A-58, as amended, being “A by-law to provide for Various Fees and Charges”. (3.1/27/SPPC)
Bill No. 422	By-law No. C.P.-1512(co)-322 – A by-law to amend The Official Plan for the City of London, 2016 relating to 978 Gainsborough Road (3.5a/18/PEC)
Bill No. 423	By-law No. CPOL.-228(c)-323 – A by-law to amend By-law No. CPOL.-228-480, as amended, being “Council Members’ Expense Account” to update various provisions of the policy. (2.9/27/SPPC)(3.1/7/GWG)
Bill No. 424	By-law No. S.-6269-324 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Warbler Woods Walk; and as part of Riverbend Road) (Chief Surveyor – registration of Plan 33M-711 requires 0.3m Reserve on abutting Plans 33M-478 and 33M-638 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 425	By-law No. S.-6270-325 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Brayford Avenue) (Chief Surveyor – registration of Plan 33M-725 requires 0.3m reserve on abutting Plan 33M-713 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 426	By-law No. S.-6271-326 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Old Garrison Boulevard) (Chief Surveyor – registration of Plan 33M-726 requires a 0.3m Reserve on abutting Plan 33M-624 to be dedicated as public highway for unobstructed legal access throughout the subdivision)

Bill No. 427	By-law No. S.-6272-327 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Silverfox Drive; as part of Medway Park Drive; and as part of Tokala Trail) (Chief Surveyor – registration of Plan 33M-729 requires 0.3m Reserve on abutting Plans 33M-622, 33M-637, and 33M-652 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 428	By-law No S.-6273-328 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of South Carriage Road; as part of Noah Bend; and as part of Emma Chase and Noah Bend) (Chief Surveyor – registration of Plan 33M-733 requires 0.3m reserves on abutting Plans 33M-526 and 33M-700 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 429	By-law No. S.-6274-329 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Lawson Road) (Chief Surveyor – registration of Plan 33M-747 requires 0.3m Reserves on abutting Plan 33M-710 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 430	By-law No. S.-6275-330 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Heardcreek Trail) (Chief Surveyor – registration of Plan 33M-750 requires 0.3m Reserve on abutting Plan 33M-730 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 431	By-law No. S.-6276-331 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of South Winds Drive) (Chief Surveyor – registration of Plan 33M-751 requires 0.3m Reserve on abutting Plan M-64 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 432	By-law No. S.-6277-332 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Dyer Drive) (Chief Surveyor – registration of Plan 33M-752 requires a 0.3m Reserve on abutting Plan 33M-685 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 433	By-law No. S.-6278-333 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Upper West Avenue and Riverbend Road; and as part of Boardwalk Way and Trailsway Avenue) (Chief Surveyor – registration of Plan 33M-754 requires 0.3m reserves on abutting Plan 33M-711 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 434	By-law No. S.-6279-334 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Frontier Avenue; and as part of Mersea Street) (Chief Surveyor – registration of Plan 33M-755 requires 0.3m reserves on abutting Plan 33M-726 to be dedicated as public highway for unobstructed legal access throughout the subdivision)

Bill No. 435	By-law No. S.-6280-335 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Kains Road; and as part of Gatenby Street) (Chief Surveyor – registration of Plan 33M-768 requires 0.3m reserves on abutting Plan 33M-596 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 436	By-law No. S.-6281-336 – 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) (Chief Surveyor – registration of Plan 33M-769 requires 0.3m reserve on abutting Plan 33M-765 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 437	By-law No. S.-6282-337 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Callaway Road) (Chief Surveyor – registration of Plan 33M-771 requires a 0.3m reserve on abutting Plan 33M-633 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 438	By-law No. S.-6283-338 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Emily Carr Lane) (Chief Surveyor – registration of Plan 33M-780 requires 0.3m reserve on abutting Plan 33M-582 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 439	By-law No. S.-6284-339 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Applerock Avenue; and as part of Twilite Boulevard) (Chief Surveyor – registration of Plan 33M-784 requires 0.3m reserve on abutting Plan 33M-750 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 440	By-law No. S.-6285-340 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of David Milne Way; and as part of Emily Carr Lane) (Chief Surveyor – registration of Plan 33M-786 requires 0.3m reserves on abutting Plan 33M-780 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 441	By-law No. S.-6286-341 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Applerock Avenue) (Chief Surveyor – registration of Plan 33M-793 requires 0.3m reserve on abutting Plan 33M-784 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 442	By-law No. S.-6287-342 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (part of Applerock Avenue) (Chief Surveyor – registration of Plan 33M-804 requires 0.3m reserve on abutting Plan 33M-750 to be dedicated as public highway for unobstructed legal access throughout the subdivision)

Bill No. 443	By-law No. S.-6288-343 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Silver Creek Circle; and as part of Pack Road) (Chief Surveyor – registration of Plan 33M-806 requires 0.3m reserves on abutting Plan 33M-742 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 444	By-law No. S.-6289-344 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Upperpoint Avenue; as part of Fountain Grass Drive; and as part of Upper West Avenue) (Chief Surveyor – registration of Plan 33M-810 requires 0.3m reserves on abutting Plan 33M-754 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 445	By-law No. S.-6290-345 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Apricot Drive) (Chief Surveyor – registration of Plan 33M-811 requires 0.3m reserve on abutting Plan 33M-490 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 446	By-law No. S.-6291-346 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Buroak Drive; and as part of Bridgehaven Drive) (Chief Surveyor – registration Plan 33M-812 requires 0.3m reserves on abutting Plans 33M-622, 33M-750, and 33M-767 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 447	By-law No. S.-6292-347 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Eagletrace Drive) (Chief Surveyor – registration of Plan 33M-815 requires 0.3m reserve on abutting Plan 33M-687 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 448	By-law No. S.-6293-348 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Ayrshire Avenue and Campbell Street North) (Chief Surveyor – registration of Plan 33M-816 requires reserve on abutting Plan 33M-762 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 449	By-law No. S.-6294-349 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Green Gables Road; and as part of Cardinal Road) (Chief Surveyor – registration of Plan 33M-818 requires 0.3m reserves on abutting Plan 33M-584 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 450	By-law No. S.-6295-350 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Campbell Street North) (Chief Surveyor – registration of Plan 33M-821 requires 0.3m reserve on abutting Plan 33M-821 to be dedicated as public highway for unobstructed legal access throughout the subdivision)

Bill No. 451	By-law No. S.-6296-351 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Applerock Avenue and Buroak Drive; as part of Bob Schram Way; and as part of Buroak Drive) (Chief Surveyor – registration of Plan 33M-824 requires 0.3m reserves on abutting Plans 33M-793, 33M-799, and 33M-824 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 452	By-law No. S.-6297-352 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Frontier Avenue; and as part of Old Garrison Boulevard) (Chief Surveyor – registration of Plan 33M-837 requires 0.3m on abutting Plan 33M-755 to be dedicated as public highway for unobstructed legal access throughout the subdivision)
Bill No. 453	By-law No. WM-28-23011 – A by-law to amend By-law WM-28 being “A by-law for regulation of wastewater and stormwater drainage systems in the City of London”, as amended, by providing for an increase in the rates and charges. (3.2a/27/SPPC)
Bill No. 454	By-law No. W-8-23010 – A by-law to amend By-law W-8 being “A by-law to provide for the Regulation of Water Supply in the City of London”, as amended, by providing for an increase in the rates and charges. (3.2b/27/SPPC)
Bill No. 455	By-law No. W.-5698-353 – A by-law to authorize Project FS1046 – Fire Replace Portable Radios Phase 2 Corridor. (2.7/16/CPSC)
Bill No. 456	By-law No. Z.-1-233160 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 6019 Hamlyn Street (3.1/18/PEC)
Bill No. 457	By-law No. Z.-1-233161 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 607 Queens Avenue. (3.3/18/PEC)
Bill No. 458	By-law No. Z.-1-233162 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1990 Commissioners Road East & 2767 Doyle Drive. (3.4/18/PEC)
Bill No. 459	By-law No. Z.-1-233163 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 978 Gainsborough Road (3.5b/18/PEC)
Bill No. 460	By-law No. Z.-1-233164 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 200 Albert Street. (3.6/18/PEC)

14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 5:38 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

City of London
Integrity Commissioner's
Recommendation Report
Complaints against Councillor Stevenson
December 8, 2023

Introductory Comments

- [1] Principles *Integrity* was appointed the Integrity Commissioner for the City of London on June 1, 2023. We are also privileged to serve as Integrity Commissioner for a number of other Ontario municipalities. The operating philosophy which guides us in our work with all of our client municipalities is this:

The perception that a community's elected representatives are operating with integrity is the glue which sustains local democracy. We live in a time when citizens are skeptical of their elected representatives at all levels. The overarching objective in appointing an integrity commissioner is to ensure the existence of robust and effective policies, procedures, and mechanisms that enhance the citizen's perception that their Council (and local boards) meet established ethical standards and where they do not, there exists a review mechanism that serves the public interest.

- [2] The City has as part of its ethical framework a Code of Conduct which is the policy touchstone underlying the assessments conducted in this report. It represents the standard of conduct against which all members of Council are to be measured when there is an allegation of breach of the ethical responsibilities established under the Code of Conduct. The review mechanism contemplated by the Code, one which is required in all Ontario municipalities, is an inquiry/complaints process administered by an integrity commissioner.
- [3] Integrity commissioners carry out a range of functions for municipalities (and their local boards). They assist in the development of the ethical framework, for example by suggesting content or commentary for codes of conduct. They conduct education and training for members of council and outreach for members of the community. One of the most important functions is the provision of advice and guidance to members to help sort out ethical grey areas or to confirm activities that support compliance. And finally, but not principally, they investigate allegations that a person has fallen short of compliance with the municipality's ethical framework and where appropriate they submit public reports on their findings, and make recommendations, including recommending sanctions, that council for the municipality may consider imposing in giving consideration to that report.

Principles

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- [4] It is important that this broad range of functions be mentioned at the outset of this investigation report. Our goal, as stated in our operating philosophy, is to help members of the community, indeed the broader municipal sector and the public, to appreciate that elected and appointed representatives generally carry out their functions with integrity. In cases where they do not, there is a proper process in place to fairly assess the facts and, if necessary, recommend appropriate sanctions. In every case, including this one, the highest objective is to make recommendations that serve the public interest, if there are recommendations to be made.
- [5] Our role differs from other ‘adjudicators’ whose responsibilities generally focus, to state it colloquially, on making findings of fact and fault. While that is a necessary component when allegations are made, it is not the only component.
- [6] Our operating philosophy dictates the format of this report. The tenets of procedural fairness require us to provide reasons for our conclusions and recommendations, and we have done that. Procedural fairness also requires us to conduct a process where parties can participate in the review and resolution of a complaint.
- [7] In this regard, we have assessed the information fairly, in an independent and neutral manner, and have provided an opportunity to the respondent named in this Report to respond to the allegations, and to review and provide comment on the preliminary findings set out in this report.

The Complaints

- [8] This Report follows a deluge of complaints filed against Councillor Susan Stevenson in late July 2023 arising from a single twitter post on July 16, 2023 where the Councillor reposted an article by American journalist Michael Smerconish canvassing solutions for homelessness.
- [9] While in the midst of the investigation we received a deluge of complaints filed against Councillor Stevenson in September 2023 arising out of a series of posts which included photos of homeless individuals (the ‘latter complaints’).
- [10] These latter complaints asserted a loss of public confidence in Councillor Stevenson continuing to serve on the Police Services Board.

Procedural Matters:

- [11] Councillor Stevenson has taken the position that we did not properly initiate the latter complaints referenced in paragraph [9] above, and so technically have failed to comply with the prescriptive requirements of London’s complaint protocol.

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[12] The protocol takes what we would describe as a 'litigative' approach in investigating formal complaints:

5.1 The Integrity Commissioner will proceed as follows, except where otherwise required by the Public Inquiries Act, 2009:

- a) serve the complainant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and
- b) serve a copy of the response provided upon the complainant with a request for a written reply within ten business days.

[13] The Code begins, however, with key principles and a framework for interpretation which includes:

Rule 1 - Key Principles and Framework

1.1 The Code is to be given a broad, liberal interpretation in accordance with the applicable legislation, the definitions set out herein and its general intent and purposes.

[14] The 'service' and 'filing' of documents suggests a level of restrictive formality that interferes with the independent role of an Integrity Commissioner and the Integrity Commissioner's responsibility to carry out the role by exercising the best practices of the profession. For example, section 5.1 of the protocol fails to recognize the frequent need to clarify the content of initial complaints, and to put complaints in a form which can lead to a focused investigation carried out in the public interest.

[15] The better view is that the Code and its protocol are policy documents which are to be given broad, liberal interpretations which are consistent with their purposes.

[16] Regardless of the text in a protocol, the persons involved in an investigation, particularly the complainant, are entitled to procedural fairness. They are entitled to know the factors they are required to respond to and are to be given sufficient time to reply. Our standard approach is to provide two weeks for an initial response, but if reasonable extensions are requested, we agree to them. The rigidity of the City's protocol on its face would deny that interpretation, absent guidance for 'liberal interpretation' consistent with 'general intent and purposes'.

[17] Councillor Stevenson was copied on the latter complaints of September 26, 2023 regarding the posts of homeless individuals – in fact, all of Council was copied on some of these - and the matter was discussed in-person with her when we attended at London Council to provide ethical training on September 28, 2023.

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[18] Regardless, Councillor Stevenson received our preliminary findings report on October 27, 2023 and had every opportunity to provide further explanation, defenses or submissions on every aspect of our findings. Instead, she has opted to rely on the absence of formal written notice from us.

[19] In our view, it is appropriate to apply some level of flexibility, provided the member is not denied procedural fairness. Were we to have received the latter complaint in circumstances where a complaint investigation was not already underway, a different approach would have been taken. That was not the case here.

[20] Further complaints received in the course of an investigation must, of course, be brought to a member's attention in order for there to be procedural fairness. The Councillor was well-aware that there were further complaints filed September 26, 2023, which we were looking at in the context of the initial series of complaints from July 2023.

[21] Taken together, the complaint allegations can be summarized as follows:

- The Councillor's posts promote harmful and stigmatizing narratives against homeless people, which are reckless and disrespectful, and are done in a manner that 'elicits fear and condones violence.'
- Comments posted by her which imply criminal conduct by homeless individuals are mean and unfairly vilify and marginalize the unhoused.
- In addition, the latter complaints regarding the photos posted by the Councillor - which include apparently homeless identifiable individuals – are alleged to represent a breach of the privacy and dignity of these vulnerable individuals and promotes disdain for them.

[22] It was alleged that the Councillor's posts, taken together, are unacceptable, are contrary to the Ontario Human Rights Code, dehumanize and threaten the welfare of the homeless in the City of London, and as such are a breach the Council Code of Conduct.

Process Followed for this Investigation

[23] In conducting this investigation, Principles *Integrity* applied the principles of procedural fairness and was guided by the complaint process set out under the Code of Conduct.

[24] This fair and balanced process includes the following elements:

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- Reviewing the complaints to determine whether they were within scope and jurisdiction and in the public interest to pursue, including giving consideration to whether the complaints should be restated or narrowed, where this better reflects the public interest
- Notifying the Respondent, and providing her with an opportunity to respond in full to the allegations
- As noted above, making the Respondent aware of, and providing an opportunity to respond, to the allegations relating to the further complaints received on September 26 following her posts.
- Reviewing the Code of Conduct and other relevant documentation and interviewing relevant witnesses as necessary
- Providing the Respondent with the opportunity to review and provide comments to the Integrity Commissioner's Preliminary Findings Report and taking those comments into consideration prior to finalizing and submitting this Recommendation Report.

Background and Analysis:

- [25] The Respondent Councillor was elected for the first time in October 2022, although she has been an engaged community activist in the years leading up to her election.
- [26] Like many cities, London is facing a homelessness crisis. In an effort to seek solution, dozens of local organizations and hundreds of individuals with expertise in issues confronting the homeless came together to design a systemic response. Aspects of the proposed Whole of Community System Response, endorsed by the City with extensive opportunities for public feedback, were met with some resistance by some residents.
- [27] Councillor Stevenson has openly challenged the cost and the effectiveness of the shelter and wrap-around service plans proposed.
- [28] In mid-July, she posted an article by Michael Smerconish reflecting on the American experience and suggesting solutions. The article recognized the health needs of the homeless (mental illness and drug addiction), and encouraged all major cities to provide shelter to those living on the streets as a basic necessity.
- [29] The article offered the suggestion that those who decline drug counselling, mental health services, or, if able-bodied, a job, should be arrested.

The formerly homeless person must accept drug counseling if they are addicted; they must accept mental health services if they are mentally ill,

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and they must work or look for a job if they are able-bodied. If they don't do these things and return to the streets despite the availability of shelter, they can and should be arrested, for they will not be homeless. No one should be allowed to live in the public spaces of our cities.

[30] The article concluded with these two paragraphs:

If just a few cities sign on, each will bear a huge burden, and other cities will be relatively free riders. So this will only work if all our big cities and their states agree to join a compact. Ultimately it will be cheaper and more humane to solve this problem now together.

Who will be first?

[31] The Councillor re-posted the article with the following comment:

London could be first 🥰

[32] Within days, there was a volume of complaints, almost all apparently 'form letters' reproduced with largely identical text.

[33] We note in passing that a complaint is rendered neither more important nor more substantial merely by virtue of its repetition.

[34] Before we were able to conclude the investigation of those complaints, on September 23, 2023 the Councillor posted to her social media 3 photos of apparently homeless individuals whose faces were visible, making the individuals identifiable, accompanied by comments including

NOW let's address the problem. The needles, the feces, the garbage, the encampments, the open drug use, the erratic and violent behaviour, the CRIME, the VANDALISM... the lack of safety

[35] A second round of complaints followed.

Post in Support of Smerconish Article

[36] In the intervening weeks between late July and September, we worked with City administration to provide robust education and training for members of Council, with an emphasis on moderating one's own style of public comment and avoiding missteps in social media. That training took place on September 28, 2023.

[37] Against this backdrop, and for the reasons explained below, we find that the Councillor's re-post of the Smerconish article, although provocative because of her

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comment and emoji, should not be interpreted as promoting incarceration of the homeless.

[38] The Councillor, in the flurry of radio and media interviews that followed the post, and in her response to us, clarified that her intention is to articulate first and foremost:

support for committing to providing sufficient shelter beds and housing stock;
support for enforcement action, when appropriate, and for adequately staffing and resourcing enforcement.

[39] The Councillor denies that her post was intended to convey the impression that she supports arresting people simply for being homeless. She supports providing the necessary supports to the homeless and appropriate enforcement activity to uphold municipal by-laws.

[40] Given that the article by Smerconish canvassed the issues and touched on a variety of solutions, we are satisfied that the re-tweet with the comment "*London could be first*" should not be interpreted as advocating solely an enforcement approach, or for arbitrary arrest of the homeless.

[41] While enforcement might potentially result in persons being removed from public spaces against their will, provided rights are not infringed and proper procedures are followed, it is not improper to suggest that enforcement activity be included as part of the solution to the problem.

[42] It is fair to recognize that the issue of serving the needs, and responding to the challenges of the homeless population is complex and can be controversial.

[43] Councillors are entitled to express controversial views and opinions without fear of contravention of the Code of Conduct.

[44] During our investigation, the Councillor acknowledged that some of her social media posts have been provocative, and that provocative posts may engender a more vitriolic response than is desirable or helpful in a constructive dialogue.

[45] We agree. The issue of homeless encampments being such a divisive one, touching off passionate debate to begin with, it is unnecessary and unhelpful to instigate strong reactions through unnecessarily provocative social media posts.

[46] We find however that her post "*London could be first*" cannot be reasonably interpreted as calling for the arbitrary arrest of homeless, nor can it be considered to breach the Human Rights Code or the Code of Conduct.

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Posting Photographs of Identifiable Individuals

- [47] In late September 2023 the Councillor shared additional posts to social media, with photos which included identifiable apparently homeless individuals.
- [48] While none of the complaints was filed by any of the individuals photographed, there is no doubt that the issue is a sensitive one.
- [49] On the one hand, the photos reflect a snapshot of individuals in public spaces and so it might be believed that no special consideration is to be accorded these individuals, in publishing their pictures.
- [50] On the other hand, given the vulnerability of the homeless, and the lack of personal space and privacy afforded by having a home, compounded by the adverse reaction which already exists between the homeless and many residents, the posting of pictures with readily-identifiable faces on social media was unnecessary and insensitive.
- [51] The accompanying references to criminal activity and vandalism were also gratuitous editorial commentary and although not specifically directed at any one individual, are unnecessarily provocative particularly when targeting vulnerable individuals.
- [52] We admonish the Councillor to refrain from such gratuitous provocation.
- [53] The Councillor has acknowledged that she did make an attempt to blur the faces of the individuals, although clearly could have done more to anonymize the individuals photographed.
- [54] In this regard, she has acknowledged that there is room for improvement in her use of social media.
- [55] Nevertheless the posting of the un-blurred photos reflected an invasion of the personal privacy of the individuals involved, and disregarded the impact publication of the photographs could have on the community, and the individuals involved.

Code of Conduct:

- [56] Although many provisions under the Ontario Human Rights Code were suggested as relevant to the complaints, we find that the most relevant provision is found in the Council Code of Conduct:

Rule 7 – Discreditable Conduct

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7.1 Members have a duty to *treat members of the public*, one another, individuals contracted by the Corporation on a purchase of service agreement, students on placement and officers and employees of the Corporation *appropriately and without abuse, bullying or intimidation* and to ensure that their work environment is safe and free from discrimination and harassment.

Findings:

- [57] For the above reasons, we find that the Councillor's posts of photos of recognizable homeless individuals on social media failed to treat members of the public – particularly vulnerable persons – appropriately, and thereby fell below the standard expected of members of Council.
- [58] Although not blatantly an act of abuse or bullying, the photos inappropriately infringed the personal privacy of the individuals involved, reflecting a disregard for the impact the post could have on the individuals involved and the homeless community at large.
- [59] We find that the re-tweet of the Smerconish article with the comment "*London could be first*" should not be interpreted as advocating for arbitrary arrest of the homeless and therefore does not constitute a breach of the Code of Conduct.
- [60] Councillors are entitled – in fact, expected, from time to time - to express controversial views and opinions without fear of contravention of the Code of Conduct.
- [61] Nevertheless, we admonish the Councillor to exercise greater sensitivity and care – avoiding provocative and gratuitous comments insensitive to the plight of the more vulnerable – in her public comments posted on social media.

Recommendations and Concluding Remarks

- [62] The role of an Integrity Commissioner is more than simply the task of bringing adjudication to grievances between individuals. As noted at the outset, we see as our highest objective in concluding an investigation to be the making of recommendations that serve the public interest.
- [63] During the investigation the Councillor had been cooperative and appeared to be receptive to our suggestions and guidance, that she modify her approach which many experience as offensive.
- [64] However, in her refusal to recognize the validity of our investigation – in particular, with respect to the complaints regarding posts of homeless individuals – and her

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insistence on the strict language as fatal to our report, belies a technical and unyielding approach.

- [65] It is important for members of Council to recognize some responsibility to approach these issues – which affect the lives of so many – with sensitivity and care. If the Councillor takes only this message away at the end of this experience, that would be a positive outcome.
- [66] The sanctions that may be imposed following a finding of contravention by an Integrity Commissioner are a reprimand, or a suspension of remuneration for up to 90 days. A reprimand, although not a monetary sanction, reflects a serious sanction which is intended to convey the censure of both the Integrity Commissioner and Council.
- [67] Based on all of the above, we are of the view that the sanction of a formal reprimand is warranted.
- [68] We therefore recommend:
1. That Council pass the following resolution:
That in consideration of the Integrity Commissioner's Findings regarding the breach of Council's Code of Conduct in their Report of December 8, 2023, that Councillor Susan Stevenson be formally reprimanded;
- [69] We wish to conclude by publicly thanking the parties and administrative staff who participated in our investigation.
- [70] We will be available to introduce this report and respond to questions about how our recommendations relate to our findings during the Council meeting at which this report is considered.

From: Stevenson, Susan <sstevenson@london.ca>

Sent: Monday, December 18, 2023 8:39 AM

To: Council Agenda <councilagenda@london.ca>; Schulthess, Michael <mschulth@London.ca>

Subject: Added Agenda documents

Attached is a copy of the correspondence with the Integrity Commissioner pertaining to two complaints made against me.

Timeline of correspondence:

July 27 - I received notice of the first complaint and a request for written response

Aug 10 - I sent my written response to the first complaint

Oct 27 - Preliminary Findings received for review and comment on TWO complaints

Nov 9 - I asked how the Complaint Protocol had been followed for the second complaint

Nov 10 - I received a reply stating "the existing Protocol is simply unworkable"

Nov 27 - I replied that "there is a defined process for a reason and that process must be followed" and a conclusion has been made "without fair and necessary consideration of the facts" thereby compromising the entire process

Dec 8 - Recommendation Report received on both complaints

Please add this document to the agenda for tomorrow's council meeting item 6.1

Sincerely,

Susan Stevenson

From: Principles Integrity <PostOffice@principlesintegrity.org>
Sent: Thursday, July 27, 2023 4:00 PM
To: Stevenson, Susan <sstevenson@london.ca>
Cc: Janice Atwood-Petkovski <PostOffice@principlesintegrity.org>
Subject: [EXTERNAL] Confidential Complaint Initiation

Councillor Stevenson,

Please see the attached correspondence regarding complaints that have been made against you under the City of London Code of Conduct.

Kindly acknowledge receipt of this email.

If you have any questions about the processing of this matter please let us know.

Sincerely,

Principles Integrity

Integrity Commissioner

Jeffrey A. Abrams and
Janice Atwood-Petkovski, Co-Principals
postoffice@principlesintegrity.org

Main Number: [\(647\) 259-8697](tel:(647)259-8697)



Complaint
Initiatio...ge.pdf

July 27, 2023

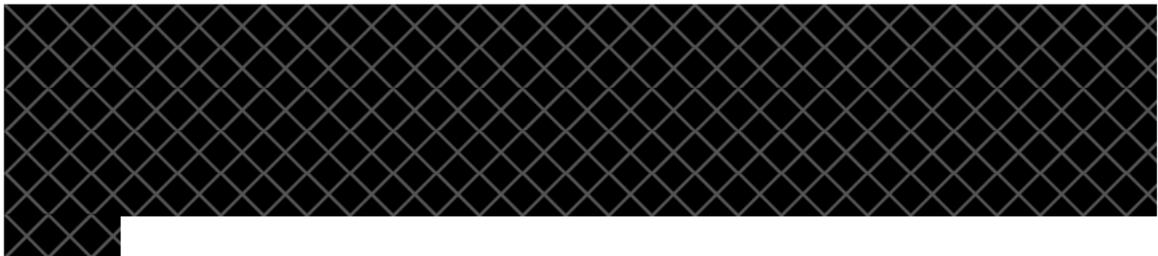
Councillor Susan Stevenson
London City Hall
314 – 300 Dufferin Avenue
London, N6A 4L9

By Email: sstevenson@london.ca

Re: CONFIDENTIAL Investigation of Complaint under City of London Code of Conduct

Councillor Stevenson,

We are in receipt complaints from the following individuals which we received between July 20, 2023 and July 25, 2023, alleging that you have engaged in conduct contrary to the Council Code of Conduct for the City of London:



The complaints, which to a significant extent reflect a form letter, arise from your apparent endorsement of an article on Smerconish.com that contained, in part, the following:

“The formerly homeless person must accept drug counseling if they are addicted...mental health services if they are mentally ill...and they must work or look for a job if they are able-bodied. If they don’t do these things and return to the streets despite the availability of shelter, they can and should be arrested, for they will not be homeless. No one should be allowed to live in the public spaces of our cities.”

The complaints also include that “Councillor Stevenson added her own commentary of “London could be first” with a smiling face emoji surrounded by hearts”

The entirety of the form complaints is attached for your reference.

We have not yet formed any opinion on whether the allegations have indeed occurred or whether having occurred, they would represent breaches of the City of London Code of Conduct.

As a first step in our review we are seeking your written response to the allegations by **Friday August 11th**. An interview may be arranged following receipt of your response. If we determine that it is in the public interest, an investigation will be conducted which may conclude with a public recommendation report to Council.

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Confidentiality:

The *Municipal Act* mandates that there be confidentiality in the conduct of a complaint investigation. In order to maintain confidentiality and support the integrity of the process, we ask that you NOT discuss the content of this complaint with anyone, including witnesses (excluding of course your own legal advisors, should you seek counsel). It is particularly important that the names of the complainants not be shared.

Your anticipated cooperation is appreciated.

Sincerely,

Principles *Integrity*
Integrity Commissioner for
The City of London

July XX, 2023

Mayor of London, Josh Morgan & Integrity Commissioners Jeffrey A. Abrams & Janice Atwood Petkovski 300
Dufferin Avenue, P.O. Box 5035
London, ON, Canada, N6A 4L9

TO: Mayor of London, Josh Morgan & Integrity Commissioners, Jeffrey A. Abrams & Janice Atwood
Petkovski

**RE: Code of Conduct & Code of Ethics Complaint, City of London Council Member Susan
Stevenson**

Dear Mr. Morgan & Mr. Stewart,

I write to you today as both a concerned citizen of London and an Indigenous leader in the city regarding the implications of City Councillor Susan Stevenson's conduct. Over the past several months, Councillor Stevenson has engaged in multiple incidents promoting harmful and stigmatizing narratives against unhoused folks, unhoused folks with addictions, and/or unhoused folks with mental illness in Baketigweyaang (also known as the City of London). I am concerned that the council has failed to address her behaviour thus far, which has only become more emboldened. This is evident by her Twitter post on July 16th, 2023 and subsequent radio and news article (See Bieman, *London Free Press* and LeBel *Global News*) in which she reiterated her stance, despite significant public opposition. It is these events combined with a pattern of behaviour that have led me to contact you today.

The tweet in question endorsed an article by Smerconish.com that contained, in part, the following:

“The formerly homeless person must accept drug counseling if they are addicted...mental health services if they are mentally ill...and they must work or look for a job if they are able-bodied. If they don't do these things and return to the streets despite the availability of shelter, they can and should be arrested, for they will not be homeless. No one should be allowed to live in the public spaces of our cities.”

Councillor Stevenson added her own commentary of “London could be first” with a smiling face emoji surrounded by hearts. This act is incredibly reckless and dangerous. Arresting people without legal charge, simply for being homeless and/or in crisis, is a clear human rights violation and would be a violation of the *Ontario Human Rights Code* (OHRC) and section 1.2 of the City of London's “Code of Conduct for Members of Council.”

The *Ontario Human Rights Code* outlines the following:

vii) The OHRC guarantees equality before the law and prohibits discrimination in specific social areas such as housing. As per the OHRC statement on human rights and encampments and shelter closings (December, 2022) “solutions to homelessness and informal encampments must be grounded in human rights-based approaches and delivered with respect and compassion. Overcrowded, inaccessible and unsafe shelter-beds one night at a time is no alternative to informal encampments and does not respect people’s human rights. That does not respect the right to adequate, accessible and affordable housing. This is a right enshrined in Canada’s *National Housing Strategy Act (2019)*.”

The OHRC also supports five recommendations from The Office of Federal Housing Advocate’s report, *Overview of Encampments Across Canada: A Right to Housing Approach (2022)*, for all levels of government. One of the top priority recommendations is the need to de-centre policing and law enforcement approaches that criminalize unhoused community members.

Another priority recommendation highlighted the need to recognize the distinct rights of Indigenous peoples and acknowledge Indigenous rights under the *United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)*, the *Canadian Constitution*, treaties, and case law. In the City of London, approximately 30% of people who are unhoused are Indigenous, 28% are racialized, 40% of the overall youth who are unhoused are members of the 2SLGBTQIA+ community, and 10% are refugee/newcomer youth to this area. We also know a large portion of unhoused folks are people with various disabilities and while there are no local statistics available, nationally the estimate is approximately 45%. These populations and their intersections already experience systemic oppression and marginalization including, but not limited to, a significant amount of police violence, surveillance, and the spiraling impacts of criminalization. This would only be exacerbated through the types of police-led, criminalization processes Councillor Stevenson is advocating for, despite a large body of evidence that implicitly states these tactics cause additional harm and do not address the root cause(s).

While this letter is focused on the most recent events it is also important to note many of Councillor Stevenson’s previous comments on social media, at council, on the radio and direct quotes in local news articles that contradict the remaining three OHRC supported recommendations. They are as follows: 1) municipal governance and interjurisdictional responsibilities need to adopt a rights-based approach and there is an obligation to provide funding and services; 2) addressing the conditions within encampments and access to basic services, such as clean water, sanitation facilities, electricity, and heat; and 3) meaningful and inclusive participation of unhoused people in the design and implementation of policies, programs, and practices that impact them. Contrary to these recommendations, Councillor Stevenson has solely and repeatedly centered the needs of business and homeowners.

In addition to the *Ontario Human Rights Code* considerations are Councillor Stevenson’s contravention of sections of the City of London’s “Code of Conduct for Members of Council” and the “Code of Ethics for Members of Council.” Section 1.3 (Rule 1) of the Code of Conduct states the following principles in relation to the duties of Members:

i) The importance of **integrity**, independence, and **accountability** in local government decision-making.

ii) Members are expected to perform their duties of office with **integrity** and **impartiality** in a manner that will **bear the closest scrutiny**.

The “General Rules of Conduct” (Rule 2) state the following:

2.2 Members shall be committed to performing their functions with **integrity**, independence and **impartiality** and avoid the improper use of the influence of their office, and conflicts of interest, including apparent conflicts of interest.

2.4 Members are expected to **perform their duties** in office and arrange their private affairs in a **manner that promotes public confidence and will bear close public scrutiny**.

2.5 Members shall **seek to serve the public** interest by **upholding both the letter and the spirit of the laws of the Federal Parliament, the Ontario Legislature**, and the by-laws and policies of the Corporation.

The “Code of Ethics for Members of Council” section 4.1.4 (Personal Conduct) outline that:

Employees shall ensure their **conduct, whether in a personal or official capacity, does not bring the City into disrepute, or damage public confidence in the City**. Employees shall ensure **their personal conduct within the workplace and elsewhere** does not adversely affect:

c) **Public confidence in the employee’s functions**, in the City, or in the integrity of the public sector.

As a member of City Council, Councillor Stevenson’s key duties are to be a representative, policymaker, and steward of the City of London. Being an elected official requires a broader understanding of the issues and how they impact the municipality as a whole. This can only truly be achieved by listening to those with lived/living experience and local experts in the field. Councillor Stevenson has been frequently asked to do just that by those invested in meaningfully addressing the needs of unhoused folks with respect and compassion by centering their lived experience and keeping human rights at the forefront. She has been offered free education on numerous occasions so that she may better understand why her stances are harmful and should not be platformed or perpetuated. Councillor Stevenson clearly has little regard for these requests, demonstrated by her ongoing social media activity that continues to elicit fear and condone violence towards the unhoused members of our community. Often this commentary is hidden behind rhetoric of “asking the hard questions” and “public safety.”

Further, Councillor Stevenson’s responsibilities include supporting the public’s and municipality’s well-being to ensure interests are maintained while also recognizing that her decisions have long-term consequences for the City of London and its residents past her four-year term. As such, decisions should be made in good faith and for the long-term health and welfare of the community. The history of Councillor Stevenson’s social media presence combined with her news articles, policy choices, and politics illustrates she has a clear bias and is committed to criminalizing and dehumanizing unhoused community members in London. Due to these ongoing infractions, public confidence in her position both as Councillor and member of the London Police Services Board is called into question. The impact

of her behaviour on the overall integrity and public confidence in City Council is significant. Council's further complicity in her behaviour is unacceptable. It is not an exaggeration to say that folks' lives depend on the City's immediate attention to this matter.

Due to the grave infractions outlined throughout this letter and their significant impact on the health and welfare of our city, I demand an investigation into Councillor Stevenson's actions in line with principles of the *Ontario Human Rights Code*, the "Code of Conduct for Members of Council" and the "Code of Ethics for Members of Council." The details and outcome of the investigation must be transparent and made publicly available to demonstrate the City of London's commitment to anti-oppression, equity, and justice for all members of our community. Part of this work must be the acknowledgement of, and remedy for, those who contravene these commitments.

Sincerely,

-names redacted--

From: Stevenson, Susan <sstevenson@london.ca>
Sent: Thursday, August 10, 2023 5:48 PM
To: Principles Integrity <PostOffice@principlesintegrity.org>
Subject: Response

Integrity Commissioner for The City of London,

Please find attached my written response to the allegations, as requested in your letter dated July 27, 2023.

Please confirm receipt of this email including the attachment.

Sincerely,

Susan Stevenson
Ward 4 City Councillor



Response to IC
Aug 10...23.pdf



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

London
CANADA

August 10, 2023

Mr. Abrams and Ms. Atwood,

At your request, I submit this response to complaints you have received.

I am the democratically-elected City Councillor for Ward 4 with my own beliefs and policy positions. My constituents are free to either agree or disagree with those positions. In contrast to the complainants' belief that my perspective "should not be platformed or perpetuated", I believe any and all of my constituents should be free to support or oppose any of my positions on their merits during my tenure as City Councillor and/or at the next election by advancing their own candidacy.

While the complainants have articulated clear policy differences with myself, they have not presented any examples of my conduct being contrary to the Council Code of Conduct. I have made every decision with integrity, independence, and accountability. I have performed all of my functions and duties in office with integrity, impartiality, independence, and in a manner that promotes public confidence and bears the closest scrutiny. I have always ensured my conduct, in both personal and official capacities, does not damage public confidence in the City of London, nor bring it into disrepute.

On July 16th, I shared an article on Twitter from smerconish.com that advocated for, in part, "offer[ing] shelter to those who live on the streets." I added a comment that "London could be first".

Currently, London does not offer shelter to all those who live on the streets, either through "emergency care establishments" or supportive housing. London does not have, nor has it committed to building, sufficient shelter beds or housing stock to make that offer. It is my position as a duly-elected city councillor that we as a municipality should commit to building sufficient shelter beds and housing stock in order to offer shelter to those who live on the streets.

The complainants allege that by sharing this article alongside a comment that "London could be first", I therefore support "arresting people without legal charge, simply for being homeless". Neither the article nor my comment on the article support that notion.

Rule 2 of the Code of Conduct for Members of Council states that, "[m]embers shall seek to serve the public interest by upholding both the letter and the spirit of... the by-laws and policies of the [City of London]." All those who live in London's public spaces, such as public parks, sidewalks, and rights-of-way, are violating both the letter and spirit of a number of by-laws of the City of London.



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

It is my position that supporting the enforcement of by-laws by adequately staffing and resourcing the Municipal Compliance division within our Planning and Economic Development department is consistent with upholding the Code of Conduct for Members of Council. It is also my position that failing to support adequate staffing and resourcing would represent a failure to uphold that same Code of Conduct. I have repeatedly communicated this position both as a candidate and the ward councillor.

In summary, there are no examples presented of my conduct being contrary to the Council Code of Conduct. Instead, there are plenty of examples presented of policy differences that are simply matters of debate.

Thank you for your attention to this matter. I look forward to the results of your review.

Sincerely,

Susan Stevenson
City Councillor, Ward 4

From: Principles Integrity <postoffice@principlesintegrity.org>
Sent: Friday, October 27, 2023 10:20 AM
To: Stevenson, Susan <sstevenson@london.ca>
Cc: Jeffrey Abrams <intake@principlesintegrity.org>
Subject: [EXTERNAL] Confidential: Preliminary Findings Report following our investigation

Councillor Stevenson,

We have now completed our investigation of complaints filed against you.

Prior to concluding and issuing our report we are advising you that we have made a finding against you. Our preliminary Findings Report is attached.

If you wish to make any comments or submissions before we finalize our report, please provide us your response on or before **November 10, 2023**.

Kindly acknowledge receipt of this email.

CONFIDENTIALITY:

Pursuant to the legislation, we are required to preserve secrecy with regard to all information obtained in this matter. To preserve the integrity of our investigation, you are required to keep our preliminary findings report confidential.

Sincerely,

Principles Integrity

Janice Atwood and
Jeffrey A. Abrams, Co-Principals
postoffice@principlesintegrity.org
Main Number: [\(647\) 259-8697](tel:(647)259-8697)

(to initiate a complaint or to seek advice
from the Integrity Commissioners please
e-mail postoffice@principlesintegrity.org)



Stevenson
Prelimi...ort.pdf

City of London
Integrity Commissioner's
Preliminary Findings Report
Complaints against Councillor Stevenson
October 27, 2023

Introductory Comments

- [1] Principles *Integrity* was appointed the Integrity Commissioner for the City of London on June 1, 2023. We are also privileged to serve as Integrity Commissioner for a number of other Ontario municipalities. The operating philosophy which guides us in our work with all of our client municipalities is this:

The perception that a community's elected representatives are operating with integrity is the glue which sustains local democracy. We live in a time when citizens are skeptical of their elected representatives at all levels. The overarching objective in appointing an integrity commissioner is to ensure the existence of robust and effective policies, procedures, and mechanisms that enhance the citizen's perception that their Council (and local boards) meet established ethical standards and where they do not, there exists a review mechanism that serves the public interest.

- [2] The City has as part of its ethical framework a Code of Conduct which is the policy touchstone underlying the assessments conducted in this report. It represents the standard of conduct against which all members of Council are to be measured when there is an allegation of breach of the ethical responsibilities established under the Code of Conduct. The review mechanism contemplated by the Code, one which is required in all Ontario municipalities, is an inquiry/complaints process administered by an integrity commissioner.
- [3] Integrity commissioners carry out a range of functions for municipalities (and their local boards). They assist in the development of the ethical framework, for example by suggesting content or commentary for codes of conduct. They conduct education and training for members of council and outreach for members of the community. One of the most important functions is the provision of advice and guidance to members to help sort out ethical grey areas or to confirm activities that support compliance. And finally, but not principally, they investigate allegations that a person has fallen short of compliance with the municipality's ethical framework and where appropriate they submit public reports on their findings, and make recommendations, including recommending sanctions, that council for the municipality may consider imposing in giving consideration to that report.

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- [4] It is important that this broad range of functions be mentioned at the outset of this investigation report. Our goal, as stated in our operating philosophy, is to help members of the community, indeed the broader municipal sector and the public, to appreciate that elected and appointed representatives generally carry out their functions with integrity. In cases where they do not, there is a proper process in place to fairly assess the facts and, if necessary, recommend appropriate sanctions. In every case, including this one, the highest objective is to make recommendations that serve the public interest, if there are recommendations to be made.
- [5] Our role differs from other 'adjudicators' whose responsibilities generally focus, to state it colloquially, on making findings of fact and fault. While that is a necessary component when allegations are made, it is not the only component.
- [6] Our operating philosophy dictates the format of this report. The tenets of procedural fairness require us to provide reasons for our conclusions and recommendations, and we have done that. Procedural fairness also requires us to conduct a process where parties can participate in the review and resolution of a complaint.
- [7] In this regard, we have assessed the information fairly, in an independent and neutral manner, and have provided an opportunity to the respondent named in this Report to respond to the allegations, and to review and provide comment on the preliminary findings set out in this report.

The Complaints

- [8] This Report follows a deluge of complaints filed against Councillor Stevenson in late July 2023 arising from a single twitter post on July 16, 2023 where the Councillor reposted an article by American journalist Michael Smerconish canvassing solutions for homelessness; and a deluge of complaints filed against Councillor Stevenson in September 2023 arising out of a series of posts which included photos of homeless individuals.
- [9] These latter complaints asserted a loss of public confidence in Councillor Stevenson continuing to serve on the Police Services Board.
- [10] The complaint allegations can be summarized as follows:
- The Councillor's posts promote harmful and stigmatizing narratives against homeless people, which are reckless and disrespectful, and are done in a manner that 'elicits fear and condones violence.'
 - Photos posted by the Councillor - which include apparently homeless identifiable individuals - represent a breach of the privacy and dignity of these vulnerable individuals and promotes disdain for them.

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- Comments posted by her which imply criminal conduct by homeless individuals are mean and unfairly vilify and marginalize the unhoused.

[11] It is alleged that these posts are unacceptable, are contrary to the Ontario Human Rights Code, dehumanize and threaten the welfare of the homeless in the City of London, and as such are a breach the Council Code of Conduct.

Process Followed for this Investigation

[12] In conducting this investigation, Principles *Integrity* applied the principles of procedural fairness and was guided by the complaint process set out under the Code of Conduct.

[13] This fair and balanced process includes the following elements:

- Reviewing the complaints to determine whether they are within scope and jurisdiction and in the public interest to pursue, including giving consideration to whether the complaints should be restated or narrowed, where this better reflects the public interest
- Notifying the Respondent, and providing her with an opportunity to respond in full to the allegations
- Reviewing the Code of Conduct and other relevant documentation and interviewing relevant witnesses as necessary
- Providing the Respondent with the opportunity to review and provide comments to the Integrity Commissioner's Preliminary Findings Report and taking those comments into consideration prior to finalizing and submitting any Recommendation Report.

Background and Analysis:

[14] The Respondent Councillor was elected for the first time in October 2022, although she has been an engaged community activist in the years leading up to her election.

[15] Like many cities, London is facing a homelessness crisis. In an effort to seek solution, dozens of local organizations and hundreds of individuals with expertise in issues confronting the homeless came together to design a systemic response. Aspects of the proposed Whole of Community System Response, endorsed by the City with extensive opportunities for public feedback, were met with some resistance by some residents.

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- [16] Councillor Stevenson has openly challenged the cost and the effectiveness of the shelter and wrap-around service plans proposed.
- [17] In mid-July, she posted an article by Michael Smerconish reflecting on the American experience and suggesting solutions. The article recognized the health needs of the homeless (mental illness and drug addiction), and encouraged all major cities to provide shelter to those living on the streets as a basic necessity.
- [18] The article offered the suggestion that those who decline drug counselling, mental health services, or, if able-bodied, a job, should be arrested.

The formerly homeless person must accept drug counseling if they are addicted; they must accept mental health services if they are mentally ill, and they must work or look for a job if they are able-bodied. If they don't do these things and return to the streets despite the availability of shelter, they can and should be arrested, for they will not be homeless. No one should be allowed to live in the public spaces of our cities.

- [19] The article concluded with these two paragraphs:

If just a few cities sign on, each will bear a huge burden, and other cities will be relatively free riders. So this will only work if all our big cities and their states agree to join a compact. Ultimately it will be cheaper and more humane to solve this problem now together.

Who will be first?

- [20] The Councillor re-posted the article with the following comment:

London could be first 🍷

- [21] Within days, there was a volume of complaints, almost all apparently 'form letters' reproduced with largely identical text.
- [22] We note in passing that a complaint is rendered neither more important nor more substantial merely by virtue of its repetition.
- [23] Before we were able to conclude the investigation of those complaints, on September 23, 2023 the Councillor posted to her social media 3 photos of apparently homeless individuals whose faces were visible, making the individuals identifiable, accompanied by comments including

NOW let's address the problem. The needles, the feces, the garbage, the encampments, the open drug use, the erratic and violent behaviour, the CRIME, the VANDALISM... the lack of safety

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[24] A second round of complaints followed.

Post in Support of Smerconish Article

[25] In the intervening weeks between late July and September, we worked with City administration to provide robust education and training for members of Council, with an emphasis on moderating one's own style of public comment and avoiding missteps in social media. That training took place on September 28, 2023.

[26] Against this backdrop, and for the reasons explained below, we find that the Councillor's re-post of the Smerconish article, although provocative because of her comment and emoji, should not be interpreted as promoting incarceration of the homeless.

[27] The Councillor, in the flurry of radio and media interviews that followed the post, and in her response to us, clarified that her intention is to articulate first and foremost:

support for committing to providing sufficient shelter beds and housing stock;
support for enforcement action, when appropriate, and for adequately staffing and resourcing enforcement.

[28] The Councillor denies that her post was intended to convey the impression that she supports arresting people simply for being homeless. She supports providing the necessary supports to the homeless and appropriate enforcement activity to uphold municipal by-laws.

[29] Given that the article by Smerconish canvassed the issues and touched on a variety of solutions, we are satisfied that the re-tweet with the comment "*London could be first*" should not be interpreted as advocating solely an enforcement approach, or for arbitrary arrest of the homeless.

[30] While enforcement might potentially result in persons being removed from public spaces against their will, provided rights are not infringed and proper procedures are followed it is not improper to suggest that enforcement activity be included as part of the solution to the problem.

[31] It is fair to recognize that the issue of serving the needs, and responding to the challenges of the homeless population is complex and can be controversial.

[32] Councillors are entitled to express controversial views and opinions without fear of contravention of the Code of Conduct.

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- [33] During our investigation, the Councillor acknowledged that some of her social media posts have been provocative, and that provocative posts may engender a more vitriolic response than is desirable or helpful in a constructive dialogue.
- [34] We agree. The issue of homeless encampments being such a divisive one, touching off passionate debate to begin with, it is unnecessary and unhelpful to instigate strong reactions through unnecessarily provocative social media posts.
- [35] We find however that her post "*London could be first*" cannot be reasonably interpreted as calling for the arbitrary arrest of homeless, nor can it be considered to breach the Human Rights Code or the Code of Conduct.

Posting Photographs of Identifiable Individuals

- [36] In late September 2023 the Councillor shared additional posts to social media, with photos which included identifiable apparently homeless individuals.
- [37] While none of the complaints was filed by any of the individuals photographed, there is no doubt that the issue is a sensitive one.
- [38] On the one hand, the photos reflect a snapshot of individuals in public spaces and so it might be believed that no special consideration is to be accorded these individuals, in publishing their pictures.
- [39] On the other hand, given the vulnerability of the homeless, and the lack of personal space and privacy afforded by having a home, compounded by the adverse reaction which already exists between the homeless and many residents, the posting of pictures with readily-identifiable faces on social media was unnecessary and insensitive.
- [40] The accompanying references to criminal activity and vandalism were also gratuitous editorial commentary and although not specifically directed at any one individual, are unnecessarily provocative particularly when targeting vulnerable individuals.
- [41] We admonish the Councillor to refrain from such gratuitous provocation.
- [42] The Councillor has acknowledged that she did make an attempt to blur the faces of the individuals, although clearly could have done more to anonymize the individuals photographed.
- [43] In this regard, she has acknowledged that there is room for improvement in her use of social media.

Principles *Integrity*

[44] Nevertheless the posting of the un-blurred photos reflected an invasion of the personal privacy of the individuals involved, and disregarded the impact publication of the photographs could have on the community, and the individuals involved.

Code of Conduct:

[45] Although many provisions under the Ontario Human Rights Code were suggested as relevant to the complaints, we find that the most relevant provision is found in the Council Code of Conduct:

Rule 7 – Discreditable Conduct

7.1 Members have a duty to *treat members of the public*, one another, individuals contracted by the Corporation on a purchase of service agreement, students on placement and officers and employees of the Corporation *appropriately and without abuse, bullying or intimidation* and to ensure that their work environment is safe and free from discrimination and harassment.

Findings:

[46] For the above reasons, we find that the Councillor's posts of photos of recognizable homeless individuals on social media failed to treat members of the public – particularly vulnerable persons – appropriately, and thereby fell below the standard expected of members of Council.

[47] Although not blatantly an act of abuse or bullying, the photos inappropriately infringed the personal privacy of the individuals involved, reflecting a disregard for the impact the post could have on the individuals involved and the homeless community at large.

[48] We find that the re-tweet of the Smerconish article with the comment "*London could be first*" should not be interpreted as advocating for arbitrary arrest of the homeless and therefore does not constitute a breach of the Code of Conduct.

[49] Councillors are entitled – in fact, expected, from time to time - to express controversial views and opinions without fear of contravention of the Code of Conduct.

[50] Nevertheless, we admonish the Councillor to exercise greater sensitivity and care – avoiding provocative and gratuitous comments insensitive to the plight of the more vulnerable – in her public comments posted on social media.

Recommendations and Concluding Remarks [to follow]:

DRAFT

From: Stevenson, Susan
Sent: Thursday, November 9, 2023 3:31 PM
To: Principles Integrity <PostOffice@principlesintegrity.org>
Subject: Response to Preliminary Findings Report

Mr. Abrams and Ms. Atwood,

Kindly acknowledge receipt of my response letter attached.

Sincerely,
Susan



300 Dufferin Ave P.O. Box 5035
London, ON Canada N6A 4L9
P: 519.661.CITY (2489) x 4430
sstevenson@london.ca | www.london.ca



IC Response
Nov 8-2023.pdf



London
CANADA

300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

November 8, 2023

Principles Integrity
postoffice@principlesintegrity.org

Sent via Email

Mr. Abrams and Ms. Atwood,

Upon receipt of your email which stated that you have “completed your investigation of complaints filed against [me]”, I have reviewed the attached Preliminary Report.

In the *Code of Conduct for Members of Council Complaint Protocol*, it states:

5.1 The Integrity Commissioner will proceed as follows, except where otherwise required by the Public Inquiries Act, 2009:

a) serve the complainant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and

b) serve a copy of the response provided upon the complainant with a request for a written reply within ten business days.

In regards to paragraphs 36-47, 49 and 50 of your Preliminary Report, it is not clear how the *Complaint Protocol* has been complied with. I am requesting further information as to the processing of the complaint to date.

I look forward to your response.

Sincerely,

Susan Stevenson
City Councillor, Ward 4

From: Principles Integrity <postoffice@principlesintegrity.org>
Sent: Friday, November 10, 2023 1:53 PM
To: Stevenson, Susan <sstevenson@london.ca>
Cc: Principles Integrity <PostOffice@principlesintegrity.org>; Susan Stevenson
Subject: [EXTERNAL] Re: Response to Preliminary Findings Report

Good afternoon Councillor Stevenson,

Thank you for your response to our Preliminary Findings Report, which we understand to reflect your objection to the process.

Our Findings Report is in regard to 2 sets of complaints: those received July 20-25, 2023 in regard to your re-posting of the Smerconish article; and those received September 26, 2023 in regard to your post of photos with identifiable faces of homeless individuals. You were, in fact, copied on some of the emailed complaints regarding the photos you posted of the homeless. This was the basis of a conversation you had on September 28, 2023 with Jeff Abrams when he attended to provide in-person Training for London Council.

We acknowledge that we take a less rigid and more purposeful approach to our investigations whereas the City of London's Complaint Protocol is quite prescriptive and legalistic. As noted by Jeff during Training, the existing Protocol is simply unworkable, requiring *service* of documents, and suggesting complainants should review and respond to respondent's responses, more like litigation than an administrative investigation.

That said, while we had understood that you were aware of the complaints regarding photos you posted in which the faces of the homeless were identifiable, and that we had understood your response/explanation as communicated verbally in conversation with Jeff on September 18, we invite you to take the time to provide us with any additional comments or input, to this issue, as well as any further comments you might have in regard to our Findings in their totality. As we have articulated on many occasions, we genuinely seek to achieve course correction and authentic acknowledgement by respondents who may be found to have strayed outside their ethical obligations.

In this regard, we would appreciate receiving any additional thoughts from you by November 27, 2023 and we would be happy to meet with you (virtually) should you wish.

Sincerely,
Principles Integrity

Janice Atwood and
Jeffrey A Abrams, Co-Principals
postoffice@principlesintegrity.org
Main Number: (647) 259-8697

(to initiate a complaint or to seek advice
from the Integrity Commissioners please
e mail postoffice@principlesintegrity.org)

On Thu, Nov 9, 2023 at 3:31PM Stevenson, Susan <sstevenson@london.ca> wrote:

| Mr Abrams and Ms Atwood

MR. ABRAMS AND MS. AWOOD,

Kindly acknowledge receipt of my response letter attached.

Sincerely,
Susan



Susan Stevenson
Councillor, Ward 4
City of London

London
CANADA

300 Dufferin Ave P.O. Box 5035
London, ON Canada N6A 4L9
P: 519.661.CITY (2489) x 4430
sstevenson@london.ca | www.london.ca

From: Stevenson, Susan
Sent: Monday, November 27, 2023 12:46 PM
To: Principles Integrity <PostOffice@principlesintegrity.org>
Subject: Response Letter

Dear Mr. Abrams and Ms. Atwood,

Please find attached the requested response letter. Kindly confirm receipt of it.

Sincerely,



Susan Stevenson
Councillor, Ward 4
City of London



300 Dufferin Ave P.O. Box 5035
London, ON Canada N6A 4L9
P: 519.661.CITY (2489) x 4430
sstevenson@london.ca | www.london.ca



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300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

London
CANADA

November 27, 2023

Sent Via Email

Ms. Atwood and Mr. Abrams,

My objection to this process pertains specifically to paragraphs 36-47 and 50 of your Preliminary Report, in which you determine some actions “fell below the standard expected of members of Council”, specifically Rule 7 of the Code of Conduct.

In the process of coming to this conclusion, you did not adhere to the Code of Conduct for Members of Council Complaint Protocol (the “Complaint Protocol”) and you have found me in breach of the Code of Conduct prematurely and without due process.

In the Code of Conduct for Members of Council Complaint Protocol, it states:

5.1 The Integrity Commissioner will proceed as follows, except where otherwise required by the Public Inquiries Act, 2009:

*a) **serve the complainant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days;***

b) serve a copy of the response provided upon the complainant with a request for a written reply within ten business days.

As the Member whose conduct was in question, I was not served the complainant nor any supporting material for the basis of the complaint before receiving your Preliminary Report. I was also not requested to file a written response to an allegation within ten business days.

While I was copied on the initial complaint sent to you by the complainant, that is insufficient to comply with 5.1 of the Complaint Protocol. I have been copied on a number of complaints sent to the Integrity Commissioner, all of which I believe to be frivolous, vexatious, made in bad faith, outside of your jurisdiction, and/or without sufficient grounds for an investigation. As a Member subject to the Code of Conduct for Members of Council, I rely on your adherence to the Complaint Protocol in order to determine if and when I am required to participate in an investigation.

While Mr. Abrams and I had an in-person discussion on September 28th, it was not material to this apparent investigation. I initiated that conversation privately and proactively in an effort to better understand the subject matter of the Training Seminar. At no point was I informed that an investigation had been initiated; provided the complaint, the complainant, or their supporting material; nor was I requested to provide a written response. As the Member whose conduct was in question, I am entitled to all of those things as per the Complaint Protocol.

As the Integrity Commissioner for the City of London, you may believe that the Complaint Protocol is overly “prescriptive”, “legalistic”, and “simply unworkable”, but you were aware of that protocol before accepting the position and remain bound by that process. City Council is the



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N6A 4L9

London
CANADA

legitimate authority that promulgates the Code of Conduct for Members of Council and the Complaint Protocol therein. As the Integrity Commissioner, it is not within your jurisdiction to selectively apply components of that by-law at your discretion. If you believe the Complaint Protocol as defined by Council is "simply unworkable", you may consider issuing a formal recommendation to City Council that we amend our Code of Conduct or recusing yourself from this process altogether. In the absence of your recusal or a Council amendment, you are bound to apply the Code of Conduct as written. That did not occur before issuing paragraphs 36-47 and 50 of your Preliminary Report.

There is a defined process for a reason and that process must be followed. You have not complied with the Complaint Protocol. You have come to a conclusion prematurely without fair and necessary consideration of the facts, and have therefore compromised the entire process. Therefore, I respectfully refrain from providing any further comment regarding this investigation.

Sincerely,

Susan Stevenson
City Councillor, Ward 4



London
CANADA

December 14, 2023



Colleagues,

As you are aware, the recruitment and selection of a new City Manager has been moving forward and at this time it is desirable to convene a special meeting of the Strategic Priorities and Policy Committee to support this process.

In accordance with s.239 of the *Municipal Act, 2001*, as amended, a meeting may be closed to the public for purposes such as candidate selection for a position. Accordingly, it is recommended that a resolution be passed in public pursuant to s.239(2)(b), and to change the meeting venue as required by s.2.6 of the Council Procedure By-law.

A public agenda setting out the date and specific location, once determined, will be provided to Members of Council and the public in advance, as usual. At this time, the preferred date is January 17, 2024.

Recommendation:

That the following actions be taken with respect to a special meeting of the Strategic Priorities and Policy Committee in relation to City Manager recruitment:

- a) that pursuant to section 2.6 of the Council Procedure By-law, a change in meeting location for a special meeting of the Strategic Priorities and Policy Committee to be held in January 2024 from Council Chambers to an off-site location within the City of London, to be determined, BE APPROVED; and
- b) that the Municipal Council convene In Closed Session pursuant to s.239(2)(b) of the *Municipal Act, 2001* in relation to City Manager selection.

Kind regards,

Josh Morgan
Mayor, City of London

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THE ACACIA GROUP

613-221-5895
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Albertos Polizogopoulos
Email: albertos@acaciagroup.ca

November 17, 2022

Office of the Mayor
Attention: Mayor Josh Morgan
300 Dufferin Avenue

London, Ontario N6B 1Z2

By Email: mayor@london.ca

Mayor Tory:

Re: Motion (4.2) D. Ronson - Signage Containing Graphic Images of Alleged Aborted Fetuses
Our Client: Canadian Centre for Bioethical Reform
Our File No.: 3422095

I am legal counsel to the Canadian Centre for Bioethical Reform (“CCBR”). I write you in relation to the above-noted motion which seeks to explore means through which the City of London (the “City” or “London”) may amend its sign bylaw to prevent the posting of certain materials. The motion specifically mentions “images of aborted fetuses” which my client is known for distributing as part of its efforts to educate Canadians on the realities of abortion.

This letter is to advise you of the *Charter* implications of implementing bylaws or other municipal rules which would specifically target the distribution of flyers and other written materials and more specifically, the communication of certain messaging. Any bylaw or rule seeking to limit the mediums through which political, advocacy, educational, or religious organizations may communicate would be subject to *Charter* scrutiny and vulnerable to a *Charter* challenge. The law on freedom of expression, particularly with respect to political expression, is quite clear that the bar for censorship is high. I could list a series of court decisions from various courts, including the Supreme Court of Canada, which demonstrate that justifying such censorship is a high bar, but instead, I will direct you to two recent Ontario decisions involving the matter:

1. [CHP v. Hamilton \(City\), 2018 ONSC 3690](#) of the Divisional Court of Ontario; and,
2. [Bracken v Fort Erie \(Town\) 2017 ONCA 668](#) of the Ontario Court of Appeal.

These decisions dealt with municipalities attempting to curtail political freedom of expression. In both decisions, the Courts are clear that being offended by the expression in question is not sufficient grounds to censor it (*CHP* at para. 43; and *Bracken* at para. 30).





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Be advised then that should the City implement a bylaw or rule which would limit freedom of expression through the distribution of written materials, it will be inviting a *Charter* challenge which we are certain, given the extensive case law on the subject, would be successful. The CCBR encourages you, therefore, to carefully consider its obligations under the *Charter of Rights and Freedoms* and, in particular, section 2(b).

Yours truly,

THE ACACIA GROUP

Albertos Polizogopoulos

C.c.: City Council Members:

- Councillor Hadleigh McAlister (hmcAlister@london.ca)
- Councillor Shawn Lewis (slewis@london.ca)
- Councillor Peter Cuddy (pcuddy@london.ca)
- Councillor Susan Stevenson ([Councillor Morley@toronto.ca](mailto:Councillor_Morley@toronto.ca))
- Councillor Jerry Pribil (jpribil@london.ca)
- Councillor Sam Trosow (strosow@london.ca)
- Councillor Corrine Rahman (corahman@london.ca)
- Councillor Steve Lehman (slehman@london.ca)
- Councillor Anna Hopkins (ahopkins@london.ca)
- Councillor Paul Van Meerbergen (pvanmeerbergen@london.ca)
- Councillor Skylar Franke (sfranke@london.ca)
- Councillor Elizabeth Pelosa (epelosa@london.ca)
- Councillor David Ferreira (dferreira@london.ca)
- Councillor Steven Hillier (shillier@london.ca)



December 14, 2023

Dear Mayor Morgan and Members of London City Council,

My name is Katie Dean, and I am the co-founder of the **Viewer Discretion Legislation Coalition** based out of London Ontario. We are a group of like-minded individuals trying to bring change to how graphic anti-abortion images can be displayed and distributed. We have become a movement that has expanded to different cities and provinces across the Country.

In October of 2020, we formed in response to the very graphic and disturbing images of supposed dead fetuses being delivered to private homes and shown on busy street corners, here in London. From there, we started working with all levels of political representatives, from municipal to provincial and federal. People were extremely upset by these images, and we heard countless stories of how it was affecting the children that saw them, as well as people who had gone through pregnancy loss. These images cause **demonstrable harm** to the thousands of people that are forced to see them, without consent.

For me, I have been told by a professional that I have PTSD from my own experience with an abortion. I ended my pregnancy at 19 weeks in 2004 for medical reasons. It was the single most traumatic experience of my life and the single most difficult thing I have ever done. This was a planned pregnancy, a wanted baby. At 18 weeks she was diagnosed with a serious medical condition that was impeding the way she was developing. Terms such as lemon shaped skull and banana shaped cerebellum were being thrown my way. Her prognosis was not viable with life. This was never a position I thought I would ever be in – I mean, you get pregnant, you have a baby – right? Not right, not even close to being right.

Let me be clear - I do NOT regret my decision BUT it does not mean it was not hard. It was my RIGHT and my CHOICE.

My team have stood on street corners of London, in front of these horrific graphic images to cover them so children in school buses driving by don't have to see them, so the women who have gone through ANY type of pregnancy loss don't have to be thrust back into that trauma of the devastation of their loss. **This is a huge issue, and this is abuse.** Plain and simple.

By continuing to allow these images to be displayed in London as they have been, you are saying it is okay to shame people and it is okay to bully. Nobody should be reminded of the most difficult decision they have ever had to make; nobody should be reminded of the baby they lost no matter what way they lost them; nobody should be told they don't have a right to make their own choice, and nobody should be hurting kids with these images.

London passed a Graphic Flyer bylaw in May of 2022. That Council ended up following the wording in our Private Members' Bill that was introduced into Queens Park. This is now coded Bill 80 and waits for second reading.

Since then, Woodstock, Ingersoll, St Catherine's and Calgary have followed suit and implemented the same bylaw. London took the lead with the graphic flyer bylaw and could take the lead with a more detailed streets bylaw.

To anyone who is worried about "**censorship**" and Charter rights...please take it from an invaluable source, Nathaniel Veltman. During his trial for the murder of four Muslim Londoners, he acknowledged that, as a young person, **he was subjected to these images, taught that abortion is murder and made it a goal to go to an abortion clinic to shoot the place up**. Please feel free to read this article from the London Free Press:

<https://lfpres.com/news/local-news/nathaniel-veltman-trial-what-the-jury-didnt-hear>

Go back to SECTION 1 of the Charter. **These images cause DEMONSTRABLE harm. Veltman just told the world.**

These images incite shame, hate and anger. They are inappropriate to be displayed on public streets. Please take time to consider what I am showing you. I have stood on these streets and listened to a man call me a "stupid woman" who doesn't know what she is talking about. Let me tell you, I was raised by very strong, independent, educated women. I let him know that I do, indeed, know what I am talking about. Misogyny plays a very big part in the message these images portray. He [REDACTED] on the last Thursday of every month with his gore. His name [REDACTED] Feel free to have a discussion with him if you see him.

Thank you all for taking the time to read my message and for continuing this very important work. Other municipalities are watching this Council on this issue. I guarantee they will follow suit.

Best Regards,

Katie Dean

[REDACTED]

www.vdclondon.ca

vdlc.ontario@gmail.com

December 18, 2023

Councillors,

My name is Natalie Wakim. I am one of the founding members of the Viewer Discretion Legislation Coalition (VDLC). Our group was founded in October of 2020 after a prolific anti-choice group began their “outreach” in the city of London. This group has since left London, but they left behind extremely graphic placards and flyers for local anti-choice groups to use. I have spent hours on the streets of London, petitioning, demonstrating, and covering these gruesome images.

I have seen firsthand the effect that these displays have on the community. I have seen women pull over, overwhelmed with emotion and thrown into panic attacks at busy intersections. I have seen men so filled with anger that violence has nearly broken out at demonstration sites. I have seen individuals approach stopped vehicles at Commissioners and Wellington, shoving the images up to the window, denying drivers the choice to look away. I have seen individuals raise their graphic signs higher, to ensure they were visible to a bus full of children. The harm caused to the community by these graphic displays is undeniable. While these groups are free to demonstrate and stand by their beliefs, this is not the way to pursue their cause.

I anticipate that Councillors will be hearing a lot about the Freedom of Expression and the intention behind these placards. Here, it is important to consider intent versus impact. The intention of these groups doesn’t matter when the impact of that intent is demonstrable harm to the community. It was established in passing the Graphic Flyer Bylaw that their ends do not justify these means. The *Canadian Charter of Rights and Freedom* stipulates that Freedom of Expression is not absolute, but that it is subject to reasonable limits as prescribed by law. When harm is being caused, reasonable limitation needs to be imposed by our local governing body.

These roadside displays pose a traffic hazard, and only seek to shock and shame. I implore this council to listen to the numerous calls from the London community.

I consent to having this letter placed on the December 19, 2023 CPSC meeting agenda under Communications and Petitions - Section 6.3, and any other public agenda in relation to this matter.

Cordially,

Natalie Wakim

From: Janice Saunders [REDACTED]
Sent: Sunday, December 17, 2023 7:21 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] Graphic Anti-abortion Streets Bylaw Motion

Good morning,

I am a resident of London, Ontario and I am writing this message in regards to the graphic anti abortion images being displayed on our city streets. These images are distressing and unacceptable. They are not educational nor helpful and only being displayed to shock and upset those who view them, especially children. No matter what side of the abortion debate you are on, these upsetting images are aimed at women. I wish abortion didn't exist but it always will and there are many other harsh realities in life. Abortion is legal healthcare for women in Canada and no woman should feel targeted or shamed for what her personal choices may be. There are women who have suffered pregnancy loss and these images of bloody fetuses in pieces are nothing less than triggering and traumatizing. Many of those who lug around these huge graphic signs are MEN who don't even have a Uterus and will never have to face the decisions and choices some women are forced to make.

I strongly support a bylaw that prevents these graphic images being displayed on City streets and corners. A bylaw would prevent children and women from being forced to view this upsetting propaganda. We live in a day and age where Viewer Discretion and Consent MATTER. I give consent for my letter and any letter to be placed on the agenda. Change must happen.

Thank you.

Janice Saunders
[REDACTED]

Planning and Environment Committee

Report

1st Meeting of the Planning and Environment Committee
December 4, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, C. Rahman, S. Franke, S. Hillier

ALSO PRESENT: Councillor J. Pribil; J. Adema, M. Corby, A. Curtis, C. Doyon, D. Escobar, M. Feldberg, B. House, M. Hynes, P. Kavcic, T. Macbeth, S. Mathers, C. Maton, H. McNeely, N. O'Brien, B. O'Hagan, B. Page and M. Pease

Remote Attendance: B. Lambert and E. Skalski

The meeting is called to order at 4:01 PM; it being noted that Councillor S. Hillier was in remote attendance.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice Chair for the term ending November 30, 2024

That it BE NOTED that Councillor S. Lewis was appointed as Vice Chair to the Planning and Environment Committee by Mayoral Decision 2023-008

2. Consent

Moved by: S. Lewis

Seconded by: S. Franke

That Items 2.1 to 2.6 BE APPROVED.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

2.1 Inclusionary Zoning Review Update

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, NO FURTHER ACTION be taken with respect to the Inclusionary Zoning review;

it being noted that the Civic Administration will consider the findings of the Inclusionary Zoning feasibility analysis in related policy and program reviews to support the development of new affordable housing units, including but not limited to the review of incentive programs, policy reviews in support of the Housing Accelerator Fund (HAF) initiatives, and updates to the programs included in the Roadmap to 3,000 Affordable Units; and,

it being further noted that Inclusionary Zoning is one potential tool to encourage the development of new affordable housing units; however, the financial feasibility analysis demonstrates that IZ is not a consistently

viable mechanism to achieve this goal for all tenures of housing or for all market areas of the city;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters.

Motion Passed

2.2 12th Report of the Ecological Community Advisory Committee

Moved by: S. Lewis
Seconded by: S. Franke

That the following actions be taken with respect to the 12th Report of the Environmental Community Advisory Committee, from its meeting held on November 16, 2023:

- a) the appointment of K. Lee BE RESCINDED from the Ecological Community Advisory Committee due to lack of attendance; and,
- b) clauses 1.1, 2.1, 3.1 to 3.5, inclusive, 5.1 and 5.2 BE RECEIVED for information.

Motion Passed

2.3 Building Division Monthly Report, July 2023

Moved by: S. Lewis
Seconded by: S. Franke

That the Building Division monthly report for the month of July, 2023 BE RECEIVED for information. (2023-A23)

Motion Passed

2.4 Building Division Monthly Report, August 2023

Moved by: S. Lewis
Seconded by: S. Franke

That the Building Division monthly report for the month of August, 2023 BE RECEIVED for information. (2023-A23)

Motion Passed

2.5 Building Division Monthly Report, September 2023

Moved by: S. Lewis
Seconded by: S. Franke

That the Building Division monthly report for the month of September, 2023 BE RECEIVED for information. (2023-A23)

Motion Passed

2.6 Building Division Monthly Report, October 2023

Moved by: S. Lewis
Seconded by: S. Franke

That the Building Division monthly report for the month of October, 2023 BE RECEIVED for information. (2023-A23)

Motion Passed

3. Scheduled Items

3.1 1350 Wharncliffe Road South (Z-9611)

Moved by: C. Rahman

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 Royal Premier Homes, relating to the property located at 1350 Wharncliffe Road South:

a) the proposed by-law appended to the staff report dated December 4, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 19, 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 Holding Urban Reserve UR6 Special Provision (h*17*h-42*UR6(1)) Zone TO a Holding Residential R1 Special Provision (h*100*R1-13(7)) Zone; Holding Residential R1 Special Provision (h*100*R1-13(_)) Zone; Holding Residential R1 Special Provision (h*100*R1-13(_)) Zone; Holding Residential R4 Special Provision (h*17*h-18*h-100*h-149*R4-6(_)) Zone; and, a Holding Residential R6 Special Provision (h*17*h-18*h-100*h-149*R6-5(_)) Zone;

b) the Approval Authority BE ADVISED that no issues were raised at the public participation meeting;

c) the Site Plan Approval Authority BE REQUESTED to consider the provision of short-term public bicycle parking in the development of each block through the site plan process; and,

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by Royal Premier Homes (File No. 39T-23501), prepared by Stantec, Project No. 16141212, March 17th 2022, which shows a draft plan of subdivision consisting of three (3) medium density residential blocks, twenty-eight (28) single-detached lots, one (1) reserve block and one (1) road widening blocks servicing by the extension on Southbridge Avenue and a new Neighbourhood Street (Street A);

it being noted that the Planning and Environment Committee received the Planning Fact Sheet with respect to these matters;

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

- M. Davis, Siv-ik Planning and Design;

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement 2020;
- the recommended zoning conforms to the policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City

Building and Design, Our Tools, and all other applicable policies of The London Plan;

- 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; and,
- the proposed and recommended zoning amendments will support the proposed Draft Plan of Subdivision and facilitate an appropriate form and mix of low and medium density residential development that conforms to The London Plan;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Franke
Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

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, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

3.2 1680 Richmond Street (Z-9667)

Moved by: S. Lewis
Seconded by: C. Rahman

That, on the recommendation of the Director, Planning and Development, based on the application by Cadillac Fairview Corporation Ltd., relating to the property located at 1680 Richmond Street, the proposed by-law appended to the staff report dated December 4, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 19, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to amend the zoning of the subject property FROM a Regional Shopping Area Special Provision RSA1(1) TO a Regional Shopping Area Special Provision RSA1(1) Zone;

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

- S. McGaffey; WND Associates;

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 with the policies of The London Plan, including but not limited to the Key Directions and the Transit Village Place Type; and,
- the recommended amendment would provide access to automobile sales boutique in a convenient and accessible location;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Lewis

Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Moved by: C. Rahman

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

3.3 130 Southdale Road West (Z-9663)

Moved by: S. Lewis

Seconded by: C. Rahman

That, on the recommendation of the Director, Planning and Development, based on the application by Alora Homes, relating to the property located at 130 Southdale Road West, the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 19, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016) to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone TO a Residential R3 Special Provision (R3-1(_)) Zone;

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

- L. Jamieson, Zelinka Priamo Ltd.; and,
- P. McInnes;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates the development of vacant residential lands within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Additional Votes:

Moved by: C. Rahman
Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Moved by: C. Rahman
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

3.4 625 Mornington Avenue (1299 Oxford Street East) (Z-9589)

Moved by: S. Lewis
Seconded by: C. Rahman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Oxbury Centre Ltd., (c/o Westdell Development Co.), relating to the property located at 625 Mornington Avenue and 1299, 1303, 1307 and 1323 Oxford Street East:

- a) the proposed by-law appended to the staff report dated December 4, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 19, 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 Community Shopping Area (CSA4) Zone, TO a Holding Residential R9 Special Provision (h-_*R9-7(_)*H45) Zone and a Community Shopping Area Special Provision (CSA4(_)) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

- i) the recommendations of the Noise Study be implemented;
- ii) provide an adequately sized and centrally located outdoor amenity space, either at-grade or rooftop, or a combination of both;
- iii) details regarding garbage storage and collection be determined;
- and,
- iv) bird friendly design;

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 proposed by-law as the special provisions to the CSA4 Zone relate to changes to existing conditions resulting from the recommended zone boundary and do not significantly alter the proposed development circulated in the Notice of Revised Application and Notice of Public Meeting;

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

- S. Rasanu, Strik Baldinelli Moniz;
- N. Perzia; and,
- M. Bartouka;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Transit Village Place Type and Protected Major Transit Station Area policies; and,
- the recommended amendment facilitates intensification of an underutilized site;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters.

Motion Passed (5 to 0)

Additional Votes:

Moved by: C. Rahman

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Moved by: C. Rahman

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Moved by: S. Franke
Seconded by: C. Rahman

That the motion be amended to include a new part b) iv to read as follows:

iv) Bird friendly design

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Moved by: S. Lewis
Seconded by: C. Rahman

Motion to approve the main motion, as amended

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

3.5 488-492 Pond Mills Road (Z-9625)

Moved by: S. Lewis
Seconded by: C. Rahman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Willow Bridge Homes Ltd., c/o Zelinka Priamo Ltd., relating to the property located at 488-492 Pond Mills Road:

a) the proposed by-law appended to the staff report dated December 4, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 19, 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 (R1-3) Zone TO a Residential R9 Special Provision (R9-3(_)*H15) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider the following issues through the site plan process:

i) the possible addition of a public pathway/easement for pedestrian access to Pond Mills Road from Glenroy Crescent:

ii) additional landscaping to be implemented along the eastern property boundary adjacent to Glenroy Crescent and to install a privacy fence around the parking area bordering the property; and,

iii) enhanced tree planting;

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

- L. Jamieson, Zelinka Priamo Ltd.;
- I. Klassen;
- R. Evans;
- N. Aikenhead;
- B. Martin;
- S. Shoeb;
- S. Hart; and,
- T. Staines;

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 London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates an infill development on an underutilized site and provides a broader range and mix of housing options within the area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters.

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Franke
Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Moved by: C. Rahman
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Moved by: S. Hillier
Seconded by: C. Rahman

Motion to remove clause b) i);

Yeas: (2): C. Rahman, and S. Hillier

Nays: (3): S. Lehman, S. Lewis, and S. Franke

Motion Failed (2 to 3)

Moved by: S. Hillier
Seconded by: C. Rahman

Motion to amend clause b) ii) to install a privacy fence around the parking area bordering the property;

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

Moved by: S. Lewis
Seconded by: S. Franke

Motion to approve the motion, as amended.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: C. Rahman
Seconded by: S. Franke

That the Deferred Matters List dated November 27, 2023 BE RECEIVED; it being noted that the Committee Clerk BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

6. Confidential (Enclosed for Members Only)

Moved by: S. Lewis
Seconded by: C. Rahman

That the Planning and Environment Committee convene, in Closed Session, for the purpose of considering the following:

a matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals related to the Victoria Park Secondary Plan at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation;

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 755, 765, 785, and 815 Wonderland Road at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation; and,

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 3089 Singleton Avenue at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Yeas: (5): S. Lehman, S. Lewis, C. Rahman, S. Franke, and S. Hillier

Motion Passed (5 to 0)

The Planning and Environment Committee convened, in Closed Session, from 6:01 PM to 6:25 PM.

7. Adjournment

The meeting adjourned at 6:29 PM.

Corporate Services Committee

Report

1st Meeting of the Corporate Services Committee
December 4, 2023

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

ALSO PRESENT: Councillor J. Pribil; L. Livingstone, A. Barbon, D. Escobar, J. Paradis, T. Pollitt, R. Sanderson, E. Skalski, S. Tatavarti, B. Warner.

Remote Attendance: S. Corman, H. McNeely, M. Schulthess

The meeting is called to order at 12:01 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice Chair

That it BE NOTED that Councillor P. Cuddy was appointed as Vice Chair to the Corporate Services Committee by Mayoral Decision 2023-008.

2. Consent

2.1 Demolition of City-Owned Property Buildings - 3243 Manning Drive

Moved by: S. Stevenson

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned property located at 3243 Manning Drive, the following actions be taken:

a) the improvements associated with the subject City-owned property BE RECOMMENDED for demolition;

b) the Civic Administration BE DIRECTED to take all necessary steps to demolish the buildings, including completing a request for quotation for work to be completed, obtaining a demolition permit and any other activities to facilitate demolition of the improvements on the sites detailed in the report; and

c) the Civic Administration BE DIRECTED to report back to Council with the income opportunities for the interim use of this land;

it being noted that existing capital accounts and operating accounts will be drawn upon as a source of financing to carry out the subject demolitions.

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

Motion Passed (5 to 0)

2.2 Report of the Federation of Canadian Municipalities Board of Directors - Virtual Meeting - September 14, 2023

Moved by: P. Van Meerbergen
Seconded by: S. Stevenson

That the communication from Councillor S. Franke regarding the Federation of Canadian Municipalities (FCM) Board of Directors update on board activities from the virtual meeting held on November 21-24, 2023, BE RECEIVED for information.

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

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

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

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

6.1 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 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 acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; 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 Litigation/Potential Litigation/Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation with respect to the expropriation of property located at 71 Wharncliffe Road South including matters before administrative tribunals, affecting the municipality or local board, Ontario Land Tribunal Case No.: OLT-OLT-22-002704; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 71 Wharncliffe Road South; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation or potential litigation in connection with the expropriation of a property located at 71 Wharncliffe Road South.

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

Motion Passed (5 to 0)

The Corporate Services Committee convenes In Closed Session from 12:08 PM to 12:25 PM.

7. Adjournment

Moved by: S. Stevenson
Seconded by: P. Van Meerbergen

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:30 PM.

Community and Protective Services Committee

Report

The 1st Meeting of the Community and Protective Services Committee
December 5, 2023

PRESENT: Councillors E. Pelozo (Chair), H. McAlister, J. Pribil, S. Trosow, D. Ferreira

ALSO PRESENT: Councillor S. Stevenson; C. Cooper, K. Dickins, D. Escobar, S. Glover, O. Katolyk, L. Marshall, S. Mathers, C. Smith and J. Bunn (Committee Clerk)

Remote Attendance: E. Bennett, C. Cooper, S. Corman, J.P. McGonigle, E. Skalski and Vanetia R.

The meeting was called to order at 4:01 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice Chair for the term ending November 30, 2024

That it BE NOTED that Councillor D. Ferreira was appointed as Vice Chair to the Community and Protective Services Committee by Mayoral Decision 2023-008.

2. Consent

Moved by: D. Ferreira

Seconded by: S. Trosow

That Items 2.1 to 2.3 BE APPROVED.

Yeas: (5): E. Pelozo, H. McAlister, J. Pribil, S. Trosow, and D. Ferreira

Motion Passed (5 to 0)

2.1 Farquharson Arena Amending Agreement

Moved by: D. Ferreira

Seconded by: S. Trosow

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 December 5, 2023, BE INTRODUCED at the Municipal Council meeting to be held on December 19, 2023, to:

a) approve the Farquharson Arena Amending Agreement, as appended to the above-noted by-law, between the Thames Valley District School Board (TVDSB) and The Corporation of the City of London;

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,

c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to authorize and execute any administrative actions in connection with this matter. (2023-R05A)

Motion Passed

2.2 SS #2023-333 - Single Source Award – Life Stabilization Short-Term Counselling

Moved by: D. Ferreira

Seconded by: S. Trosow

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 December 5, 2023, related to a Single Source Award for Life Stabilization Short-Term Counselling (SS#2023-333):

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on December 19, 2023, to:

i) approve the Purchase of Service Agreement, as appended to the above-noted by-law, for the delivery of specialized individual services to Ontario Works Participants, between The Corporation of the City of London and Daya Counselling Centre;

ii) authorize the Mayor and the City Clerk to execute the above-noted Purchase of Service Agreement;

iii) delegate the Deputy City Manager, Social and Health Development and the City Manager the authority and power to:

A) represent the City (City Representative) with respect to the Purchase of Service Agreement; and,

B) approve and execute amending agreements and approve additional one-year terms to the Purchase of Service Agreement that are consistent with the requirements contained in the Purchase of Service Agreement and that do not require additional funding or are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London; and,

b) the Civic Administration BE AUTHORIZED to undertake all other administrative acts necessary in connection with this agreement. (2023-S04)

Motion Passed

2.3 WITHDRAWN - Winter Response Contract Between The Corporation of the City of London and London Cares

Moved by: D. Ferreira

Seconded by: S. Trosow

That it BE NOTED that item 2.3, entitled Winter Response Contract Between The Corporation of the City of London and London Cares, was withdrawn from the agenda at the direction of the Deputy City Manager, Social and Health Development and the Deputy City Manager, Legal Services.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 (ADDED) Councillor S. Trosow – Amendment to the Streets By-law (S-1) to Regulate the Display of Graphic Images on the Streets in the City of London

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

That the Civic Administration BE DIRECTED to prepare a by-law amending the Streets By-law (S-1) to regulate the display of graphic images in the City of London with a report back at a future meeting of the Community and Protective Services Committee and a public participation meeting on the proposed by-law amendment by the end of Q1 2024; it being noted that the communications, as appended to the Added Agenda, from Councillors S. Trosow and H. McAlister and K. Dean, with respect to this matter, were received. (2023-C01)

Yeas: (5): E. Pelozza, H. McAlister, J. Pribil, S. Trosow, and D. Ferreira

Motion Passed (5 to 0)

Additional Votes:

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

That pursuant to section 31.6 of the Council Procedure By-law, Councillor S. Trosow BE PERMITTED to speak an additional 5 minutes with respect to this matter.

Yeas: (5): E. Pelozza, H. McAlister, J. Pribil, S. Trosow, and D. Ferreira

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 4:37 PM.

Civic Works Committee

Report

The 1st Meeting of the Civic Works Committee
December 5, 2023

PRESENT: Councillors A. Hopkins (Chair), J. Pribil, S. Trosow, S. Franke, D. Ferreira

ALSO PRESENT: M. Butlin, S. Chambers, G. Dales, J. Dann, D. Escobar, D. MacRae, K. Oudekerk, A. Rammeloo, J. Stanford, and J. Bunn (Committee Clerk)

Remote Attendance: Councillor P. Cuddy; S. Corman and E. Skalski

The meeting was called to order at 12:03 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Vice Chair for the term ending November 30, 2024

That it BE NOTED that Councillor S. Trosow was appointed as Vice Chair to the Civic Works Committee by Mayoral Decision 2023-008.

2. Consent

Moved by: S. Franke

Seconded by: D. Ferreira

That Items 2.1 to 2.5 BE APPROVED.

Yeas: (5): A. Hopkins, J. Pribil, S. Trosow, S. Franke, and D. Ferreira

Motion Passed (5 to 0)

2.1 12th Report of the Integrated Transportation Community Advisory Committee

Moved by: S. Franke

Seconded by: D. Ferreira

That the following actions be taken with respect to the 12th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on November 15, 2023:

a) the following actions be taken with respect to the presentation, as appended to the Agenda, related to the Oxford Street West Municipal Class Environmental Assessment:

i) that the above-noted presentation BE REFERRED to the Mobility Master Plan Sub-Committee, the Environment Sub-Committee and the Vision Zero Sub-Committee for review and a report back at the December meeting of the Integrated Transportation Community Advisory Committee; and,

ii) the above-noted presentation BE RECEIVED;

b) clauses 1.1, 3.1, 4.1, 4.2 and 5.1 BE RECEIVED.

Motion Passed

2.2 RFP-2023-207 River Road Pavement Rehabilitation Detailed Design and Construction Administration Appointment of Consulting Engineer

Moved by: S. Franke

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated December 5, 2023, related to RFP-2023-207 River Road Pavement Rehabilitation Detailed Design and Construction Administration Appointment of Consulting Engineer:

- a) the proposal submitted by Stantec Consulting Ltd. BE ACCEPTED to provide consulting engineering services to complete the detailed design, tendering, and construction administration services at an upset amount of \$313,076.50 (excluding HST), as per Section 15.2 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2023-T04)

Motion Passed

2.3 White Oaks Complete Corridor Design from Wharncliffe to Exeter Road Consulting Services Award - Irregular Result

Moved by: S. Franke

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated December 5, 2023, related to the White Oaks Complete Corridor Design from Wharncliffe to Exeter Road Consulting Services Award Irregular Result:

- a) Matrix Solutions Inc. BE APPOINTED Consulting Engineers in the amount of \$499,445.00, including contingency (excluding HST), in accordance with Section 19.4 of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the "Sources of Financing Report", as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-M11)

Motion Passed

2.4 Emergency Procurement of Replacement Pumps for Hazeldon Pumping Station

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated December 5, 2023, related to the Emergency Procurement of Replacement Pumps for Hazeldon Pumping Station:

- a) the purchase order issued for replacement pumps at Hazeldon Pumping Station under Section 14.2 of the Procurement of Goods and Services Policy at a projected total price of \$54,594.00 (HST excluded) BE CONFIRMED;
- 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. (2023-E08)

Motion Passed

2.5 Overflow Notification Website - Single Source Procurement

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated December 5, 2023, related to the Overflow Notification Website Single Source Procurement:

- a) supply and implementation of an online overflow monitoring and notification system BE AWARDED to Blue Siren Inc. for the total price of US\$24,000.00 (estimated at CDN\$35,000.00) (excluding HST), in accordance with Section 14.4 (e) of the City of London's Procurement of Goods and Services Policy;
- b) supply of hosting services for the website created in item a) for one (1) year BE AWARDED to Blue Siren Inc. for the total price of US\$17,000.00 (estimated at CDN\$25,000.00) (excluding HST), in accordance with Section 14.4 (e) of the City of London's Procurement of Goods and Services Policy;
- c) supply of wastewater flow monitoring equipment BE AWARDED to Blue Siren Inc. with a total expenditure approved under this report not to exceed the available provincial funding, in accordance with Sections 14.4 (e) and 14.4 (f) of the City of London's Procurement of Goods and Services Policy;
- 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 Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations; and,

f) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project.
(2023-M10)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 12:34 PM.

Strategic Priorities and Policy Committee Report

1st Special Meeting of the Strategic Priorities and Policy Committee
December 6, 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, A. Barbon, M. Barnes, S. Corman K. Dickins, D. Escobar, A. Hagan, A. Kaczmarczyk, A. Kircos, S. Mathers, V. Morgado, L. Stewart, J. Paradis, T. Pollitt, A. Rammeloo, E. Skalski, C. Smith, S. Tatavarti, B. Warner

Remote Attendance: E. Bennett, H. McNeely, M. Schulthess

The meeting is called to order at 1:01 PM; it being noted that Councillors P. Van Meerbergen and E. Pelozo were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 Recruitment, Retention and Accommodation of Planning & Development and Building Staff

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the Deputy City Manager, Enterprise Supports, and the Deputy City Manager, Finance Supports, the following actions be taken:

- a) the Planning & Development and Building Services area BE PRIORITIZED for workplace modernization subject to multi-year budget deliberation and approval of the Master Accommodation Plan;
- b) the source of financing for the additional staff accommodation costs BE APPROVED as set out in the Source of Financing Report as appended to the staff report as Appendix "A"; and
- c) the report entitled Recruitment, Retention, and Accommodation of Planning & Development and Building Staff BE RECEIVED for information.

ADDITIONAL VOTES:

Moved by: S. Lewis

Seconded by: S. Lehman

Motion TO APPROVE the preamble and parts a) and parts b) to read as follows:

"That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the Deputy City Manager, Enterprise Supports,

and the Deputy City Manager, Finance Supports, the following actions be taken:

- a) the Planning & Development and Building Services area BE PRIORITIZED for workplace modernization subject to multi-year budget deliberation and approval of the Master Accommodation Plan;
- b) the source of financing for the additional staff accommodation costs BE APPROVED as set out in the Source of Financing Report as appended to the staff report as Appendix "A"; and"

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

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

Absent: (1): S. Hillier

Motion Passed (12 to 2)

Moved by: S. Lewis

Seconded by: S. Lehman

Motion TO APPROVE part c) to read as follows:

"c) the report entitled Recruitment, Retention, and Accommodation of Planning & Development and Building Staff BE RECEIVED for information."

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: A. Hopkins

Seconded by: D. Ferreira

That the Strategic Priorities and Policy Committee convenes In Closed Session to consider the following:

6.1 Personal Matters/Identifiable Individual / Employee Negotiations

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

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

6.3 Personal Matter/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List.

6.4 Personal Matter/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

The Strategic Priorities and Policy Committee convenes In Closed Session from 2:17 PM to 4:18 PM.

7. Adjournment

Moved by: P. Cuddy

Seconded by: S. Stevenson

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 4:20 PM.

Strategic Priorities and Policy Committee

Report

2nd Meeting of the Strategic Priorities and Policy Committee
December 12, 2023

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

ALSO PRESENT: L. Livingstone, A. Barbon, S. Corman, K. Dickins, P. Ladouceur, S. Mathers, J. McGonigle, K. Murray, J. Paradis, C. Parsons, T. Pollitt, K. Scherr, M. Schulthess, E. Skalski, N. Steinberg, L. Stewart, J. Taylor, B. Warner.

Remote Attendance: E. Bennett, C. Cooper, E. Hunt, V. Morgado, S. Tatavarti.

The meeting is called to order at 4:03 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: H. McAlister

Seconded by: S. Lewis

That Consent Items 2.2, 2.3, 2.7 and 2.8 BE APPROVED.

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

Motion Passed (15 to 0)

Moved by: S. Trosow

Seconded by: S. Stevenson

That, notwithstanding the Council Procedure By-law, a change in order of the Strategic Priorities and Policy Committee Agenda BE APPROVED, to provide for Items 2.4, 2.5, 2.6 in Stage 2, Consent, to be considered before Stage 3, Schedule Items.

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

Nays: (2): S. Lewis, and P. Cuddy

Motion Passed (13 to 2)

2.2 2023 Resident Satisfaction Survey

Moved by: H. McAlister

Seconded by: S. Lewis

That on the recommendation of the City Manager, the report dated December 12, 2023, including the 2023 Resident Satisfaction Survey, BE RECEIVED for information.

2.3 December Progress Update - Health and Homelessness Whole of Community System Response

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, the December Progress Update – Health and Homelessness Whole of Community System Response Report BE RECEIVED for information.

2.7 8th Report of the Governance Working Group

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

That the following actions be taken with respect to the 8th Report of the Governance Working Group from its meeting held on November 27, 2023:

- a) the following actions be taken with respect to the "Council Members' Expense Policy":
 - i) the City Clerk's Office BE DIRECTED to bring forward a by-law to be introduced at the Municipal Council meeting to be held on December 19, 2023 to amend By-law No. CPOL.-228-480, as amended, being "Council Members' Expense Account" to update various provisions of the policy as indicated in the staff report dated November 27, 2023;
 - ii) the Civic Administration BE DIRECTED to report back on funding travel-related expenses for the annual general conference of Federation of Canadian Municipalities (FCM) and Association of Municipalities of Ontario (AMO) for Members outside the annual expense account allotment; and
 - iii) the revised "Council Members' Expense Policy" BE REFERRED to the next meeting of Governance Working Group for consideration of community engagement expenses;
- b) on the recommendation of the City Clerk, the following actions be taken with respect to the Governance Working Group Meeting Schedule:
 - i) the report dated November 27, 2023, entitled "Governance Working Group 2024 Meeting Schedule", BE RECEIVED for information;
 - ii) the following dates BE ESTABLISHED as meeting dates for Governance Working Group (GWG):
Monday, January 22, 2024;
Monday, March 25, 2024;
Monday, May 13, 2024;
Monday, June 24, 2024;
Monday, September 23, 2024; and
Monday, November 25, 2024;
it being noted that the meeting times will be at 10:00 AM;
- c) clauses 1.1 and 4.1 BE RECEIVED.

2.8 11th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: H. McAlister

Seconded by: S. Lewis

That the 11th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee, from the meeting held on November 30, 2023, BE RECEIVED.

2.4 London Economic Development Corporation Purchase of Services Agreement 2024-2027

Moved by: S. Lewis

Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, in accordance with the City of London Procurement of Goods and Services Policy, Section 14.4 Single Source, the following actions be taken:

a) the proposed by-law as appended to the staff report dated December 12, 2023 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on December 19, 2023;

b) a Purchase of Services Agreement between The Corporation of the City of London (Corporation) and the London Economic Development Corporation (LEDC) BE APPROVED;

c) the Mayor and City Clerk BE AUTHORIZED to execute the Agreement;

d) the Deputy City Manager, Planning and Economic Development, and their written designates, if any, BE AUTHORIZED the power to administer the Agreement; and

e) a one-time allocation of \$300,000 BE AUTHORIZED and BE APPROVED from the Economic Development Reserve Fund to LEDC for 2024 for services to implement London's Film Strategy, as set out in section 3(g) of the Agreement as appended to the staff report, noting that additional funding beyond 2024 is subject to the City of London annual budget approval and subject to the prior written annual request of the Deputy City Manager, Planning and Economic Development as directed by Council.

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

Motion Passed (15 to 0)

ADDITIONAL VOTES:

Moved by: J. Pribil

Seconded by: S. Stevenson

That, with respect to the London Economic Development Corporation Purchase of Services Agreement 2024-2027, the following actions be taken:

c) the 2024-2027 Purchase of Services Agreement BE REFERRED to Civic Administration to negotiate the following changes:

i) all references to Deputy City Manager, Planning and Economic Development BE AMENDED to City Manager or designate within the Purchase of Services Agreement;

ii) all references to "as required" joint meetings BE AMENDED to "quarterly" joint meetings in section 4 of the Purchase of Services Agreement;

iii) the Civic Administration BE DIRECTED to establish targets and goals

for each metric and explore additional beneficial metrics to be added as appropriate;

Yeas: (1): J. Pribil

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

Motion Failed (1 to 14)

Moved by: J. Pribil

Seconded by: S. Trosow

That pursuant to section 31.6 of the Council Procedure By-law, Councillor Pribil BE PERMITTED to speak an additional 1 minute with respect to this matter.

Yeas: (12): J. Morgan, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (3): H. McAlister, S. Lewis, and S. Hillier

Motion Passed (12 to 3)

2.5 Small Business Centre 2024-2027 Grant Agreement

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:

a) the proposed by-law as appended to the staff report dated December 12, 2023 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on December 19, 2023;

b) a Grant Agreement with the London Community Small Business Centre from 2024 to 2027 BE APPROVED;

c) the Mayor and City Clerk BE AUTHORIZED to execute the Agreement; and

d) the Deputy City Manager, Planning and Economic Development, or written designate BE AUTHORIZED to act as the City Representative purposes of the Agreement.

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

Motion Passed (15 to 0)

2.6 TechAlliance 2024-2027 Grant Agreement

Moved by: S. Trosow

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken:

- a) the proposed by-law as appended to the staff report dated December 12, 2023 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on December 19, 2023;
- b) a Grant Agreement with the TechAlliance of Southwestern Ontario from 2024 to 2027 BE APPROVED;
- c) the Mayor and City Clerk BE AUTHORIZED to sign the Agreement; and
- d) the Deputy City Manager, Planning and Economic Development, or written designate BE AUTHORIZED to act as the City Representative purposes of the Agreement.

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

Motion Passed (15 to 0)

ADDITIONAL VOTES:

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

That the Committee recess at this time.

Motion Passed

The Committee recesses at 5:22 PM and reconvenes at 6:31 PM.

2.1 2023-2027 Implementation Plan

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

That on the recommendation of the City Manager, the report dated December 12, 2023, including the 2023-2027 Implementation Plan, BE RECEIVED for information.

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

Motion Passed (15 to 0)

MOTION WITHDRAWN:

Moved by: J. Pribil
 Seconded by: S. Stevenson

Motion to BE AMENDED to add the following:

That Civic Administration BE DIRECTED to complete annual specific implementation plan by end of February for the upcoming fiscal year covering the period from April 1 to March 31.

Pursuant to section 33.4 of the Council Procedure By-law and at the joint request of the mover and seconder, with the permission of the standing committee, the motion is withdrawn.

3. Scheduled Items

- 3.1 Not to be heard before 4:00 PM - Release of the Draft 2024 - 2027 Multi-Year Budget

Moved by: E. Pelosa

Seconded by: A. Hopkins

That the following actions be taken with respect to the Draft 2024-2027 Multi-Year Budget, including the Tax-Supported Operating, Capital, Water and Wastewater Treatment Budgets:

- a) the Draft Budget documents BE REFERRED to the 2024-2027 Multi-Year Budget process; and
- b) the overview presentation by the Deputy City Manager, Finance and Supports with respect to the 2024-2027 Multi-Year Budget process BE RECEIVED;

it being noted that the following document was provided to the Members, and is available on the City website: Draft Property Tax Supported, Water and Wastewater & Treatment 2024-2027 Multi-Year Budgets.

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

Motion Passed (15 to 0)

4. Items for Direction

- 4.1 Deputy Mayor S. Lewis and Councillor S. Franke - Submission Regarding Progress Update - Health and Homelessness Whole of Community System Response

Moved by: S. Lewis

Seconded by: S. Franke

That with respect to the matter of Health and Homelessness Whole of Community System Response the following actions be taken:

- a) pursuant to section 35.2 of the Council Procedure By-law, the March 7, 2023 Council decision directing Civic Administration to report back monthly to future standing committees on Health and Homelessness Whole of Community System Response progress updates BE RECONSIDERED; and
- b) pursuant to section 35.7 of the Council Procedure By-law should reconsideration pass, that Council consider the following alternate recommendation:

the Civic Administration BE DIRECTED to adjust the frequency of the overall comprehensive "Progress Update - Health & Homelessness Whole of Community System Response" to quarterly; it being noted that Council, via the Strategic Priorities and Policy Committee, will continue to receive reports on matters for it's decision-making related to the Whole of Community System Response as necessary;

it being noted that the Strategic Priorities and Policy Committee received a communication dated December 8, 2023 from B. Brock with respect to this matter.

ADDITIONAL VOTES

Moved by: S. Lewis

Seconded by: S. Franke

That with respect to the matter of Health and Homelessness Whole of Community System Response the following actions be taken:

a) pursuant to section 35.2 of the Council Procedure By-law, the March 7, 2023 Council decision directing Civic Administration to report back monthly to future standing committees on Health and Homelessness Whole of Community System Response progress updates BE RECONSIDERED

Yeas: (11): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (4): S. Stevenson, J. Pribil, S. Trosow, and C. Rahman

Motion Passed (11 to 4)

Moved by: S. Lewis

Seconded by: S. Franke

b) pursuant to section 35.7 of the Council Procedure By-law that Council consider the following alternate recommendation:

the Civic Administration BE DIRECTED to adjust the frequency of the overall comprehensive "Progress Update - Health & Homelessness Whole of Community System Response" to twice annually; it being noted that Council, via the Strategic Priorities and Policy Committee, will continue to receive reports on matters for it's decision-making related to the Whole of Community System Response as necessary;

it being noted that the Strategic Priorities and Policy Committee received a communication dated December 8, 2023 from B. Brock with respect to this matter.

Moved by: A. Hopkins

Seconded by: H. McAlister

That the motion BE AMENDED to reflect the frequency of the overall comprehensive "Progress Update - Health & Homelessness Whole of Community System Response" from "twice annually" to "quarterly".

Yeas: (13): 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

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

Motion Passed (13 to 2)

Moved by: S. Lewis

Seconded by: S. Franke

b) pursuant to section 35.7 of the Council Procedure By-law should reconsideration pass, that Council consider the following alternate recommendation:

That Civic Administration BE DIRECTED to adjust the frequency of the overall comprehensive "Progress Update - Health & Homelessness Whole of Community System Response" to quarterly; it being noted that Council, via the Strategic Priorities and Policy Committee, will continue to receive reports on matters for it's decision-making related to the Whole of Community System Response as necessary;

it being noted that the Strategic Priorities and Policy Committee received a communication dated December 8, 2023 from B. Brock with respect to this matter.

Yeas: (14): 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

Nays: (1): S. Stevenson

Motion Passed (14 to 1)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: C. Rahman

Seconded by: S. Stevenson

That the Committee recess at this time.

Motion Passed

The Committee recesses at 9:52 PM and reconvenes at 10:00 PM.

Moved by: A. Hopkins

Seconded by: D. Ferreira

That the Strategic Priorities and Policy Committee convenes In Closed Session to consider the following:

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

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

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

The Strategic Priorities and Policy Committee convenes In Closed Session from 10:01 PM to 10:45 PM.

7. Adjournment

Moved by: P. Van Meerbergen

Seconded by: A. Hopkins

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 10:52 PM.

Bill No. 1
2024

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 19th day of
December, 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 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

Bill No. 2
2024

By-law No. A-50-24_____

A by-law to amend By-law No. A-50 being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London, and to repeal By-law A-45” to reflect amendments to the regular council and standing committee meeting schedule and that no meeting of council or standing committee shall extend beyond 6:00 PM.

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 the Municipal Council enacted the Council Procedure By-law (By-law No. A-50) on May 31, 2016, to provide for the rules of order and procedure for the Council of The Corporation of the City of London;

AND WHEREAS the Council deems it appropriate to amend By-law A-50, as amended, being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London” to reflect amendments to the regular council and standing committee meeting schedule and that no meeting of council or standing committee shall extend beyond 6:00 PM;

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

1. The following sections are hereby amended by deleting references to “11:00 PM” and replacing it with “6:00 PM”:
 - a) Table of Contents - section 11.11, 15.10, 33.9, and 38.9;
 - b) Section 9.8, 11.7, 11.10, 11.11, 15.10, 31.8, 33.5, 33.8, 33.9 and 38.9;
2. With respect to regular meetings of Council, section 3.2(b)(i) is hereby amended by deleting the reference to “4:00 PM” and replacing it with “1:00 PM”;
3. With respect to regular meetings of the Civic Works Committee, section 26.1(a) is hereby amended by deleting the reference to “12:00 PM” and replacing it “9:30 AM”;
4. With respect to regular meetings of the Community and Protective Services Committee, section 26.1(b) is hereby amended by deleting the reference to “4:00 PM” and replacing it with “1:00 PM” and deleting the reference to “Tuesdays” and replacing it with “Mondays”;
5. With respect to regular meetings of the Corporate Services Committee, section 26.1(c) is hereby amended by deleting the reference to “12:00 PM” and replacing it with “1:00 PM”;
6. With respect to regular meetings of the Planning and Environment Committee, section 26.1(d) is hereby amended by deleting the reference to “4:00 PM” and replacing it with “1:00 PM” and deleting the reference to “Mondays” and replacing it with “Tuesdays”;
7. With respect to regular meetings of the Strategic Priorities and Policy Committee, section 26.1(e) is hereby amended by deleting the reference to “4:00 PM” and replacing it with “1:00 PM”;

8. This by-law comes into force and effect on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

Bill No. 3
2024

By-law No. A.- ____ - ____

A by-law to approve the Farquharson Arena Amending Agreement between the Thames Valley District School Board 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 Farquharson Arena Amending Agreement between the Thames Valley District School Board and The Corporation of the City of London attached as Schedule "A" is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated the authority to authorize and execute any administrative actions in connection with this matter.
4. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

Schedule A

AMENDING AGREEMENT made in duplicate this _____ day of _____, 2023

BETWEEN:

THAMES VALLEY DISTRICT SCHOOL BOARD

Hereinafter called the "BOARD"

OF THE FIRST PART

-AND-

THE CORPORATION OF THE CITY OF LONDON

Hereinafter called the "CORPORATION"

OF THE SECOND PART

WHEREAS The Board of Education for the City of London and The Public Utilities Commission of the City of London and the Corporation of the City of London entered into an agreement dated July 21st, 1971 in relation to the construction and maintenance of Farquharson Arena (the "Agreement");

WHEREAS The Board of Education for the City of London was amalgamated into the THAMES VALLEY DISTRICT SCHOOL BOARD effective January 1, 1998

WHEREAS pursuant to the *London-Middlesex Act*, 1992, SO 1992, c 27, The Public Utilities Commission of the City of London was dissolved and its role was assumed by the Corporation of the City of London ("Corporation") effective January 1, 1993;

WHEREAS the City provided formal notice for the extension of the Agreement for an additional 10-year term on October 20, 2021;

AND WHEREAS the parties have agreed to amend the Agreement under the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties hereto covenant and agree, each with the other, as follows:

1. The foregoing recitals are true in substance and fact.
2. All references to "The Board of Education for the City of London" in the Agreement are hereby replaced with "Thames Valley District School Board", also referred to as "the Board".
3. The Corporation of the City of London shall assume all obligations of The Public Utilities Commission of the City of London under this Agreement. All references to "The Public Utilities Commission of the City of London" in the Agreement are hereby replaced with "The Corporation of the City of London", and all references to the "Commission" are replaced with the "Corporation".
4. The parties agree to amend the Agreement as follows:
 - a) The following recital be deleted in its entirety:
 - "AND WHEREAS the management and control of skating arenas in the City of London are vested in the Commission, the same having been delegated by the Corporation."

b) Section 1 shall be amended by deleting the words:

- “and provided further that the Commission may at its option terminate this agreement upon the expiry of the period of Twenty-Five (25) years from the date hereof or at any time thereafter upon giving to the Board at least Three (3) months' prior notice in writing; provided that should the Commission exercise its option to terminate as herein provided, at that time the Board shall have the option to require the Commission to remove the skating arena which the Commission shall do expeditiously and in a workmanlike manner at its own expense.”

The following words shall replace the deleted section above:

- “and provided further that the Corporation may at its option terminate this agreement at any time thereafter upon giving to the Board at least ninety (90) days prior notice in writing; provided that should the Corporation exercise its option to terminate as herein provided or upon the end of the Agreement term, the Board shall have the option to require the Corporation to remove the skating arena, provided notice in writing is received by the Corporation within thirty (30) days of the end date of this Agreement. The Corporation will be responsible for any costs incurred by them to complete the demolition to the satisfaction of the Board, acting reasonably, which shall be completed as soon as practicable and no later than one (1) year from receiving the Board's notice to remove the skating arenas.”

c) Section 5 of the Agreement shall be amended by deleting the following:

“Provided that the Board shall at its expense heat the skating arena change rooms for so long as Tecumseh Public School and South Secondary School shall be operated as a unit of the school system.”

d) Section 6 shall be deleted in its entirety. The use of the Farquharson Arena will operate in accordance with the relevant joint use agreements in force and effect between the parties.

e) Section 10 shall be deleted in its entirety and replaced with the following:

“Any notice required to be given to the Corporation shall be sufficiently given if mailed by registered mail to 300 Dufferin Avenue, PO Box 5035, London, ON, N6A 4L9 and any notice required to be given to the Board shall be sufficiently given if mailed by registered mail to 1250 Dundas Street, London, Ontario or such other address, notification of which has previously been provided by the parties.”

5. The parties represent and warrant that they have the right, full power and authority to agree to amend the Agreement as provided in this Amending Agreement.
6. The terms, covenants and conditions of the Agreement remain unchanged and in full force and effect, except as modified by this Amending Agreement. All capitalized terms and expressions when used in this Amending Agreement have the same meaning as they have in the Agreement, unless a contrary intention is expressed in this Amending Agreement.
7. This Amending Agreement shall inure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Corporation and the permitted successors and permitted assigns of the Board.
8. It is understood and agreed that all terms and expressions when used in this Amending Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Agreement.

IN WITNESS WHEREOF the Board has affixed its corporate seal, attested by the hands of its daily authorized officers this _____ day of _____.

Witness:

THAMES VALLEY DISTRICT SCHOOL BOARD

PER: _____

NAME: _____

TITLE:

I/We Have the Authority to Bind the Corporation

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

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Bill No. 4
2024

By-law No. A.- _____ - ____

A by-law to approve a Purchase of Service Agreement for Ontario Works Specialized Individual Services between The Corporation of the City of London and Daya Counselling Centre.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND 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 this or any other Act;

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 well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the City is the delivery agent for the geographic area of the City of London and County of Middlesex under the *Ontario Works Act*, and in that capacity provides employment assistance;

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

1. The Purchase of Service Agreement for the delivery of specialized individual services to Ontario Works Participants ("Purchase of Service Agreement") to be entered into between The Corporation of the City of London and Daya Counselling Centre attached as Schedule 1 to this by-law, IS APPROVED.

2. The Mayor and the City Clerk are authorized to execute the Purchase of Service Agreement approved under section 1.

3. The Deputy City Manager, Social and Health Development, and the City Manager, are severally delegated the authority and power to:

- (i) represent the City (City Representative) with respect to the Purchase of Service Agreement; and
- (ii) approve and execute amending agreements, and approve additional one- year terms to the Purchase of Service Agreement, that are consistent with the requirements contained in the Purchase of Service Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.

4. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – December 19, 2023
Second reading – December 19, 2023
Third reading – December 19, 2023

Schedule 1

PURCHASE OF SERVICE AGREEMENT FOR ONTARIO WORKS SPECIALIZED INDIVIDUAL SERVICES

THIS AGREEMENT with effect as of the 1st day of January, 2024,

BETWEEN:

DAYA COUNSELLING CENTRE
(hereinafter referred to as the "Service Provider")

AND

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

WHEREAS the City is the delivery agent for the geographic area of the City of London and the County of Middlesex under the *Ontario Works Act, 1997*, S.O. 1997, c. 25, Schedule A;

AND WHEREAS sections 3 and 4 of the *Ontario Works Act, 1997* state that a form of assistance under the Act is employment assistance, which is assistance to help a person to become and stay employed;

AND WHEREAS section 39(1) of the *Ontario Works Act, 1997* provides that each delivery agent is responsible for the administration of the Act and the provision of employment assistance in the delivery agent's geographic area;

AND WHEREAS the City is interested in securing an organization that will deliver specialized individual services to Ontario Works Participants;

AND WHEREAS the Service Provider submitted the proposal dated November 24, 2023, attached and forming **Schedule "A"** of this Agreement ("Proposal"), to provide the Services listed in **Schedule "B"** of this Agreement;

AND WHEREAS the Service Provider is a duly incorporated company;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree, each with the other as follows:

1.0 DEFINITIONS:

1.1. In this Agreement and any amendment to this Agreement, the following terms shall have the following meanings:

- (a) **"Benefit Unit"** has the meaning ascribed to it in the *Ontario Works Act, 1997*, and means a person and all of his or her dependants on behalf of whom the person applies for or receives basic financial assistance
- (b) **"City Representative"** means the person delegated the authority to represent the City.
- (c) **"Participant"** has the meaning ascribed to it in the *Ontario Works Act, 1997* Regulation 134/98, and with respect to employment assistance, means a member of the benefit unit of a recipient of income assistance but does not include,
 - (i) a dependent child who is of pre-school age or attending school, or
 - (ii) a person who receives only temporary care assistance.
- (d) **"Services"** means the administration and provision of one or more of the following components linked to assistance to help a person become and stay employed, as per s. 4 of the *Ontario Works Act, 1997*:
 - (i) Psychotherapy (individual, couple, family, group);
 - (ii) Psycho-educational sessionspursuant to the provisions of the *Ontario Works Act, 1997* and regulations.

2.0 TERM:

2.1 Term of Agreement

Subject to sections 4.15, 9.1, and 9.2 this Agreement shall commence on the **1st day of January, 2024**, and shall expire, without the necessity of notice, on the **31st day of December, 2025**, (the “Term of the Agreement”).

2.2 Renewal

At least 30 days prior to expiry of the Agreement, the City Representative and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in this Agreement for successive one-year periods, up to a maximum of four (4) one-year renewals. Any decision by the City Representative or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City to the Service Provider or the Service Provider to the City.

3.0 OBLIGATIONS OF THE CITY:

3.1 Payment for Services

Subject to section 3.2, the City shall pay the Service Provider for the provision of Services under this Agreement as set out in **Schedule “C”**. The City shall pay for such Services within 60 days of receipt of an invoice from the Service Provider, however in the event that the City disputes an amount indicated on an invoice, the City in its sole discretion, and acting reasonably, may amend the amount and shall provide a written explanation of the amendment to the Service Provider.

3.2 The City, in its sole discretion, may withhold payment, and/or require the Service Provider to repay to the City some or all of the funding for the Services based upon the City’s assessment of the current year’s final audited statement provided to the City pursuant to section 4.4(g), 4.4(h) and **Schedule “E”**.

3.3 Roles and Responsibilities

The roles and responsibilities for the City are as follows:

City staff is responsible for determining the Participant’s ongoing eligibility for Ontario Works. Staff will work with Ontario Works Participants to develop an Action Plan after an assessment of the Participants’ educational background, employment history, job and life goals, skills, qualifications, strengths, interests, and barriers. The Action Plan will include appropriate referrals to approved programs and relevant community supports.

City staff will develop mutually agreed to Action Plans with their Participants that reflect the steps Participants will take to become independent of social assistance. In addition to supporting Participants through this process, staff will ensure person-centred and stability supports are provided to Participants as required.

City staff will monitor service agreements for compliance with the Provincial guidelines and for the Service Provider’s performance according to this Purchase of Service agreement. This will include regular monitoring, auditing and quality assurance activities to ensure that performance outcomes and established benchmarks are being met by the Service Provider. Part of this process will include soliciting feedback from Participants on their participation in Purchase of Service Supports.

City staff will work with the Service Provider to resolve problems/issues relating to Participants’ participation in the Services or relating to the Ontario Works program itself. The City will endeavour to resolve matters in a mutually agreeable and timely fashion.

The City is responsible for setting the fee schedules for payments made to the Service Provider, and for verifying, approving and paying invoices based upon supporting documentation received. Payment will be made to the Service Provider based on pre-determined payment schedules. The City will not commit to pay program fees in advance of a Participant’s participation, or where City staff has not made a formal Participant referral.

4.0 OBLIGATIONS OF THE SERVICE PROVIDER:

4.1 Subject to section 4.2, the Service Provider shall provide Services in accordance with this Agreement, the Proposal and the Outcomes as set out in **Schedule “D”** (“Outcomes”).

4.2 The requirements of the Services as set out in the Agreement, the Proposal and the Outcomes may be amended from time to time on the prior written mutual consent of the City Representative and the Service Provider.

4.3 Return of Funds to City

If the Service Provider uses the funds for purposes other than the provision of Services as required under this Agreement, the City may demand the payment of funds equal to those already used by the Service Provider.

4.4 Obligations of the Service Provider

The Service Provider shall:

- (a) provide the Services listed in **Schedule “B”**, as more specifically set out in Section 4 of **Schedule “A”**, and the Outcomes as set out in **Schedule “D”**;
- (b) except as otherwise provided in this Agreement, at its own cost and expense, provide all and every kind of labour, superintendence, services, tools, equipment, materials, supplies, articles and things necessary for the due execution and completion of all and every Service set out in the Agreement and shall forthwith commence the work and diligently execute and fully complete the same;
- (c) be solely responsible for all means, methods, techniques, sequences, and procedures for providing the Services and for coordinating all parts of the Services under this Agreement;
- (d) provide the Services herein on a basis which is fair, confidential, accessible, responsive, sensitive and adequate that respects the rights, dignity, culture and diversities of the Participants;
- (e) use current state of the art methods and shall skilfully and competently deliver the Services and shall employ only skilled and competent staff who will be under the supervision of the Service Provider;
- (f) instruct and train its staff to deliver the Services required under this Agreement;
- (g) participate in program evaluation activities carried out by the applicable Ministry, including the Ministry of Children, Community and Social Services, or by the City;
- (h) provide statistical, financial and non-financial reporting to the City on a quarterly and annual basis, or on a more frequent basis if requested by the City, and as set out in **Schedule “E”**;
- (i) advise the City Representative forthwith about any awards or other types of publicity the Service Provider may be subject to;
- (j) obtain prior written approval from the City Representative regarding advertising or media involvement surrounding Services it provides under this Agreement, and acknowledge the City’s involvement in the Services;
- (k) obtain prior written approval from the City Representative for any use of the City logo or other intellectual property of the City;
- (l) comply with all applicable Federal and Provincial statutes, regulations, guidelines and rules, including *Ontario Works Act, 1997* and its regulations, and all applicable municipal by-laws.

4.5 Roles and Responsibilities

The roles and responsibilities for the Service Provider are as follows:

- shall co-operate and work with Ontario Works staff to evaluate the Service Provider’s approved Services
- shall maintain any and all licences, permit and approvals required to deliver the Services
- shall maintain documentation in employee personnel files to demonstrate ongoing

compliance with confidentiality and vulnerable persons screening, health and safety training

- shall maintain accreditation relative to the population served
- shall submit reports on Participant participation and outcomes in a form or format as specified by the City of London
- shall assign a representative of the Service Provider to liaise with Ontario Works staff
- shall comply with all instructions of the City of London relating to the City's compliance with the *Municipal Freedom of Information and Protection of Privacy Act*
- have non-discrimination policies and procedures in place which prohibit discrimination based on race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability
- shall notify Ontario Works immediately of any accidents or incidents at the Service Provider's premises involving a Participant, and complete any documentation required by the City with respect to the accident
- shall not request payment of any charge or fee from Ontario Works Participants who are participating in the approved Services
- shall submit regular reports to Ontario Works, including financial and progress reports. These will be used to assess the program's effectiveness and ensure Purchase of Service Agreement compliance and ongoing accountability
- shall submit Participant screening and outcome reports throughout their participation (and in some cases post-participation) in the program. Reporting requirements will be thoroughly reviewed with the Service Provider
- shall attend meetings with the City of London's Life Stabilization division, as required, and
- shall only bill the City for Services provided that are beyond the scope of funding received from other government bodies e.g. Ministry of Attorney General, Victim Services. This can be clearly demonstrated during an audit.

4.6 Performance Measures

The City's Purchase of Service agreement negotiations and service agreement renewals will be linked to specific program outcomes. The expected Outcomes are outlined in the document in **Schedule "D"**.

Annual performance reviews will assess compliance with service agreement requirements, taking into consideration the following:

- achievement of the program outcomes
- Participant satisfaction and demand
- budgetary considerations
- provincial program changes
- changes to Ontario Works caseload composition, and
- administrative accountability, including timely submission of required reports.

By establishing performance outcomes, the City will ensure:

- the ongoing ability to make adjustments to programs when needed
- the focus of contracting remains the provision of quality Services to achieve outcomes
- Services respond to changes in participants' needs.

4.7 Annual Report

The Service Provider shall annually provide a report on the outputs and outcomes of the Services provided that year. The Service Provider shall waive its moral rights and assign copyright in the report to the City.

4.8 Inspection / Review

The City, or persons authorized by the City, is/are entitled, at all reasonable times, to inspect or otherwise review the Services performed under this Agreement and the premises where they are being performed, including satellite locations.

4.9 Compliance Audit

- (a) The Service Provider shall allow the City, upon twenty-four hours' notice and during normal business hours, to enter upon the Service Provider's premises to review Financial and Accounting Records related to Services in this agreement. At the City's request, the Service Provider shall provide the City with information

related to Financial and Accounting Records in an electronic format and/or a printed format.

- (b) The City shall have the right to conduct cybersecurity audits of the Service Provider's systems, processes, and controls as they pertain to the services provided under this Agreement. These audits aim to ensure the security, confidentiality, and integrity of the data and systems involved in the performance of this Agreement.

4.10 Not an Agreement of Employment

The Service Provider acknowledges and agrees this agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

- 4.11 Notwithstanding paragraph 4.10 above, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

4.12 Personal Information

(a) In accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, the Service Provider, its directors, officers, employees, agents, volunteers and persons for whom it is at law responsible will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "F"** attached hereto and forming part of this Agreement.

Approved Forms – Collection of Personal Information

(b) When collecting Personal Information under this Agreement, the Service Provider or subcontractor shall use only the forms approved by the City for that purpose.

4.13 Records Retention

In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Services provided for under this Agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

4.14 Not Agent of City

Nothing in this Agreement shall entitle or enable the Service Provider or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of the Service Provider, any subcontractor of the Service Provider and the City is independent and not the agent, employee, partner or joint venturer of any of the others.

4.15 Amendments if Funding Reduced

The Service Provider acknowledges and agrees that in the event that funding for this Agreement is reduced for any reason, or pertinent Legislation or Regulations in effect from time to time should be amended so as to require, in the City's sole discretion, an amendment to this Agreement, that the City will forward its proposed amendments to the Service Provider and the Service Provider may accept the amendments or treat the Agreement as at an end. With the consent of the Service Provider, the City may in writing at any time after the execution of the Agreement or the commencement of the Services to be provided under the Agreement delete, extend, increase, vary or otherwise amend the Services forming the subject of the Agreement.

4.16 Conflict of Interest

The Service Provider shall ensure that the Services are carried out without a conflict of interest by any person associated with the Services in whatever capacity and the Service Provider shall disclose to the City without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

5.0 REPRESENTATIONS AND WARRANTIES OF SERVICE PROVIDER:

- 5.1 The Service Provider represents and warrants to the City (and acknowledges that the City is relying thereon) that:
- (a) the Service Provider is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
 - (b) the Service Provider has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
 - (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary corporate action on the part of the Service Provider;
 - (d) this Agreement constitutes a valid and binding obligation of the Service Provider in accordance with the terms of this Agreement;
 - (e) the Service Provider's facilities are suitable for providing Services under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
 - (f) the Service Provider shall employ only competent and orderly employees and volunteers which employees and volunteers shall be courteous to all members of the public using the Services.

6.0 GOVERNANCE AND ATTESTATION:

- 6.1 The Service Provider represents, warrants, and covenants that it has, and will maintain in writing, and will follow:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Provider's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Service Provider, including but not limited to the presence of a business continuity plan, detailing steps to mitigate downtime and maintain operations from threats (environmental, technological, or otherwise);
 - (c) decision-making mechanisms;
 - (d) procedures to enable the Service Provider to manage Funding prudently and effectively, including a Service Provider-provided account at a Canadian financial institution in the name of the Service Provider;
 - (e) procedures to enable the Service Provider to complete its Program successfully;
 - (f) procedures to enable the Service Provider to identify risks to the completion of its Program, and strategies to address the identified risks, all in a timely manner;
 - (g) procedures to ensure compliance with relevant legislation, including the Income Tax Act, Canadian Human Rights Act, Ontario Human Rights Code, French Language Services Act, R.S.O. 1990, c. F.32, Canadian Income Tax Act, and Accessibility in its own operations and those of its Service Partners as per Accessibility for Ontarians with Disabilities Act, 2005, or any successor legislation;
 - (h) procedures to ensure compliance with information technology infrastructure, privacy, security standards and data governance, as well as disclosure of any recent privacy breaches;
 - (i) an established system of internal corporate controls for assurance purposes as per the COSO framework or equivalent;

- (j) procedures to enable the preparation and delivery of all Reports required pursuant to the Agreement; and
- (k) procedures to enable the Service Provider to deal with such other matters as the Service Provider considers necessary to ensure that the Service Provider carries out its obligations under the Agreement.

Supporting Proof. Upon request, the Service Provider will provide the City with proof of the matters referred to in this section.

7.0 COMPLIANCE WITH LAWS:

7.1 The Service Provider shall comply with (and shall ensure any subcontractor complies with) all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes and other requirements, including those of agencies, boards, commissions and utilities having jurisdiction and shall provide the City with evidence of such compliance from time to time. The Service Provider shall obtain and maintain at its sole cost all approvals, permits, licences, certificates and other permissions required in connection with the performance of any of its obligations under this Agreement.

8.0 INDEMNITY AND INSURANCE:

8.1 Indemnification

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible;
- (b) any loss or misuse of funds held by the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible, under of this Agreement;
- (c) the acts or omissions of the Service Provider, the Service Provider's employees, or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Service Provider, the Service Provider's employees, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Service Provider; Service Provider's employees or others for whom Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with Service Provider's business.

8.2 Insurance

The Service Provider shall at its own expense obtain and maintain insurance until the termination of the contract. The City requires evidence of the indicated insurance coverage.

The indicated policies will not be cancelled or permitted to lapse unless the insurer notifies the City, in writing, at least thirty (30) days prior to the effective date of cancellation or expiry.

- (a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000.00) dollars and shall include the City as an additional insured with respect to the Service Provider's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- (b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- (c) The Service Provider shall not commence work until such time satisfactory evidence of insurance has been filed with and approved by the City's Risk Management Division. The Service Provider shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- (d) The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.

8.3 Safety Policies and Procedures and Related Documentation

The Service Provider shall submit one (1) copy of each of their written health and safety policy and program where required under Section 25(2)(j) of the Occupational Health and Safety Act. Where not required under 25(4), the Service Provider is asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.

8.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Service Provider shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Service Provider shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the Service Provider to amend its training policies to meet the requirements of the Act and the Regulation.

8.5 Police Vulnerable Sector Check

It is the responsibility of the Service Provider to obtain a Police Vulnerable Sector Check (PVSC) for all employees, volunteers and students who will be providing the Service and ensure that they are kept current throughout the contract period. The Service Provider must make these documents available for review by the City upon request. The City will conduct random reviews (with advance notice) at the Service Provider's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

8.6 Compliance with Accreditation

Service Provider must ensure compliance with regulatory bodies related to population served and or services delivered.

9.0 DEFAULT AND TERMINATION:

9.1 Termination Where Default

The following are considered defaults of the Agreement for which the City may terminate the Agreement:

- (a) If the Service Provider is in default in respect of any obligation provided for in this Agreement and such default, in the case of a default which is remediable, continues for **five (5) days** following notice thereof to the Service Provider (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money

or cannot be cured within a period of five (5) days, the Service Provider shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion);

- (b) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Service Provider or its property, and the same is not dismissed within **thirty (30) days**;
- (c) If the Service Provider files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with any or all of its creditors under any statute or otherwise, then the same shall constitute an event of default by the Service Provider under this Agreement;

and upon the happening of any of the aforesaid events, the City may upon notice to the Service Provider specifying the default terminate this Agreement immediately.

Such termination shall be without compensation, penalty or liability on the part of the City to the Service Provider and shall be without prejudice to any other legal or equitable right or remedy otherwise available to the City upon such default (including but not limited to damages suffered by the City in consequence of the same).

9.2 Termination Without Default

Despite any other provisions in this Agreement, the City or the Service Provider may, at any time and for any reason, terminate this Agreement, effective upon the giving of sixty (60) days' prior written notice to the other party. Such termination shall be without compensation, penalty or liability on the part of the terminating party, and shall be without prejudice to any legal or equitable right or remedy accrued or accruing to the terminating party arising from the performance of this Agreement.

10.0 NOTICE:

10.1 All notices required by this agreement shall be in writing and shall be delivered in person or by prepaid courier or mailed by certified or registered mail, return receipt requested, with postage prepaid.

10.2 Notice to the City shall be addressed to:

The City Clerk
The Corporation of the City of London
300 Dufferin Avenue, Box 5035
London, ON N6A 4L9

10.3 Notice to the Service Provider shall be addressed to:

Attn: Executive Director
Daya Counselling Centre
141 Dundas St., 6th floor
London, ON N6A 1G3

10.4 All notices so sent shall be deemed to have been received by the recipient on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. For the purposes of notice, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

The above address of either the City or the Service Provider may be changed by giving the other party written notice of the new address.

10.5 If postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

11.0 GENERAL:

11.1 Schedules Forming Part of Agreement

- (a) The parties understand and agree that the following Schedules “A”, “B”, “C”, “D”, “E”, and “F” are attached to this Agreement are incorporated in and form part of this Agreement as if embodied in it and consist of:
- (i) Schedule “A” – Proposal Submitted by Service Provider;
 - (ii) Schedule “B” – List of Services to be Provided;
 - (iii) Schedule “C” – Cost of Services;
 - (iv) Schedule “D” – Outcomes Schedule
 - (v) Schedule “E” – Accounting and Reporting Requirements;
 - (vi) Schedule “F” – Municipal Freedom of Information and Protection of Privacy Act Provisions;
- (b) Where there is any conflict between a provision in the body of this Agreement, and a provision in a Schedule attached to this Agreement, the provision in the body of the Agreement governs, except where the provision in the Schedule imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. If there is a conflict between a provision in Schedule “A” and a provision in Schedule “D”, the provision in Schedule “A” shall govern, except where the provision in Schedule “D” imposes upon the Service Provider a higher standard of performance or duty that is beneficial to the City. A conflict occurs whenever a provision in the body of the Agreement and a provision in a Schedule or a provision in one Schedule and a provision in another Schedule are inconsistent or incompatible and cannot be reconciled.

11.2 Further Acts

The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

11.3 Partial Severability

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

11.4 Headings

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

11.5 Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior agreements, arrangements (interim or otherwise), letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject-matter. There are no promises, guarantees, statements, claims, warranties, representations or other agreements between the parties with respect to the subject-matter hereof except those specifically set out herein. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

11.6 Amendments

No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the City or the Service Provider unless in writing signed by each of them.

11.7 Assignment

Neither this Agreement nor any part thereof or interest therein may be assigned, subcontracted or otherwise transferred by the Service Provider without the prior written consent of the City, which consent may be withheld. Such written consent shall be within the sole and unfettered discretion of the City and may include such terms and conditions as the City considers appropriate, but shall not, under any circumstances, relieve the Service Provider of its liabilities and obligations under this Agreement.

11.8 Enurement

This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and assigns.

11.9 Governing Law

This Agreement shall be governed and interpreted in accordance with the laws of Ontario and Canada applicable to this agreement, and shall be treated in all respects as an Ontario contract. The Service Provider and the City specifically submit to the exclusive jurisdiction of the courts of Ontario and Canada.

11.10 Joint and Several Obligations

The duties, obligations, liabilities and responsibilities of the Service Provider and any subcontractor under this agreement shall be both joint and several.

11.11 Execution

The Service Provider acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Further the Service Provider agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreement, oral or written, and all other communications between the parties relating to the subject-matter of this Agreement.

11.12 Waiver

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

11.13 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

11.14 Survival

The provisions relating to liability, indemnity, **Schedule "E"** requirements and Return of Funds to City shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

DAYA COUNSELLING CENTRE

Per:
Name:
Title:

Per:
Name:
Title:

I/We have authority to bind the Corporation.

**SCHEDULE “A”
Proposal Submitted by Service Provider**

SECTION 1: EXECUTIVE SUMMARY

This proposal has been developed by Daya Counselling Centre (Daya) and Family Service Thames Valley (FSTV) in response exploring the continuance of providing access to psychotherapy to Ontario Works (OW) clients. This is a joint proposal with Daya Counselling Centre providing the Lead.

The proposal is for the delivery of Specialized Individual Support; proposed programs specifically include:

- a) Individual (includes couple and family psychotherapy)
- b) Group Psychotherapy
- c) Information Session

In summary,

- Daya and FSTV have enjoyed a collaborative partnership in the provision of psychotherapy services to OW participants since 2001.
- Daya and FSTV are local-based community agencies dedicated to investing in our community.
- Our experience working with low-income populations and populations with multiple barriers is evident (and is in fact our mandate).
- Daya and FSTV have highly qualified psychotherapists to deliver the programs.
- Our partnership ensures OW participants have choice and can access services conveniently.
- Daya and FSTV are established community services; we have enduring, positive, and significant relations with relevant services and networks in the community.
- Daya and FSTV have appropriate policies and procedures to guide the work of the organization, ensuring adherence to current legislation and community standards with respect to confidentiality, accessibility, health and safety, and delivery of professional services.
- Daya and FSTV have and maintain the resources and technical capacity to provide services (includes staffing, computers, phones, website, etc.).
- Daya and FSTV have a proven track record of measuring client outcomes; we are able to demonstrate positive client outcomes for OW participants.

SECTION 2: COMMUNITY NEED

Mental health is a fundamental component of overall wellbeing, playing a crucial role in a person's physical health, relationships, and overall quality of life. Timely access to therapy promotes early intervention, allowing individuals to address their mental health concerns before they escalate into more serious issues. This need is greater than ever before with the report on mental health issues nearly doubling over the last ten year and only 24% of people who meet the diagnostic criteria of a mental illness being able to speak to a mental health professional (Statistics Canada 2023).

According to the London Community Foundations 2022 Vital Signs there was nearly a 3% increase in the Low-Income population of London Ontario between 2020 to 2021. This grant is an opportunity for the City of London to invest in Londoners when needed and help them maintain their work, family, or school commitments.

SECTION 3: CAPACITY

Daya and FSTV have demonstrated capacity and suitability to deliver Specialized Individual Supports as evidenced by the contract we have maintained with Ontario Works since 2001 to present.

The number of referrals to Specialized Individual Support offered through Daya and FSTV has increased significantly since 2001. Between 2006 and 2011 the number of served clients has grown by over 350%.

The capacity of each organization to meet the administrative and reporting requirements as well as respond to the increase in client numbers has been evident throughout this contract. Staff

roles, number of staff, processes and services offered, and infrastructure continuously has evolved and grown in response to the shifting demands of this service.

The following information is provided to underline that we have the infrastructure, tools, and processes in place to ensure we meet the program and the administrative/reporting requirements of the contract.

Component	Demonstrated Capacity
<p>Program Delivery:</p> <ul style="list-style-type: none"> ▪ Referral ▪ Screening and Intake ▪ Direct Service ▪ Evaluation/ ▪ Outcome Measurement 	<ul style="list-style-type: none"> ▪ Adequate staffing in place including 25 therapists; Daya increases capacity of psychotherapy as needed as therapists are on contract. ▪ Daya and FSTV have similar intake processes that ensure clients completes intake within 1- 10 business days of contact. ▪ Clients are assigned a therapist within an average of 10 business days from intake. ▪ Daya uses <i>Jane App</i> to facilitate communication about a client from referral to exit. ▪ FSTV uses <i>Caseworks</i> for client management software and has updated to the new version V4 on September 2023 and plans to update to the latest version V5 on January 2024. ▪ Daya and FSTV have completed outcome tracking reports for OW since 2001. ▪ Daya and FSTV have completed feedback evaluation with OW participants since 2001. ▪ Effective and open communication between Daya/FSTV and OW.
<p>General:</p>	<p><u>Daya:</u></p> <ul style="list-style-type: none"> ▪ 3 incoming lines; one of which is a fax line; 13 therapy spaces (including 2 accessible spaces) with the option for a group space. ▪ Dedicated Voicemail and Extensions for each staff person through Rogers <i>Unison</i> a Voice Over IP system which can be scaled as needed; accessible both on and off-site. ▪ Fax, printer on-site. ▪ Website (www.dayapsychotherapy.on.ca). ▪ Each office is equipped with a computer and appropriate updated software. All 13 computers are on a server system. ▪ All staff and therapists use the client database, <i>Jane App</i>. The software is easy to use, all training is completed on-site with internal resources. Manual available. Software is supported through existing contracts. ▪ All therapists have secure remote access to the data management system at alternate service delivery sites when internet connection is made available. ▪ All staff have access to email for internal agency and interagency communication. ▪ Technically competent administration staff. <p><u>FSTV:</u></p> <ul style="list-style-type: none"> ▪ 7 incoming phone lines; 1 dedicated fax line; each staff member and IC have an extension and access to a phone. There is access to Wi-Fi service in the waiting room for clients. ▪ Voicemail capability for each staff person, accessible both on and off-site. ▪ Bell relay capability. ▪ Fax, printers on-site. ▪ Website (www.familyservicethamesvalley.com) ▪ Each counsellor is equipped with a computer and appropriate operating software with appropriate security. ▪ All staff has access to email for internal agency and interagency communication – email communication with clients is not encouraged due to security/confidentiality concerns but can be

	<p>used to communicate re: appointment scheduling only if other options not available.</p> <ul style="list-style-type: none"> ▪ All staff and therapists use the client data management system, <i>Caseworks</i>. ▪ All counselors have secure remote access to the data management system at alternate service delivery sites when internet connection is made available. ▪ Technically competent administration staff.
<p>Administrative and Reporting Requirements:</p> <ul style="list-style-type: none"> ▪ Monthly invoicing ▪ Annual outcome reports 	<ul style="list-style-type: none"> ▪ Adequate, competent, and dedicated staff assigned to completing monthly invoices; excellent track record of submitting invoices on time and accurately by the 15th of each month. ▪ Client management software utilized to provide accurate information for monthly invoicing. ▪ Daya and FSTV submit one monthly invoice. ▪ Excellent track record of including information about participant attendance and status. ▪ Excellent track record of providing meaningful Annual reports.

SECTION 4: PROPOSED PROGRAMS

Program Component

Specialized Individual Support
Specialized Group Support

Proposed Programs

1. Individual (includes couple and family psychotherapy)
2. Group Psychotherapy
3. Information Session

Overview

Daya Counselling Centre (Daya) and Family Service Thames Valley (FSTV) are partnering to provide psychotherapy to OW participants with complex employment and social needs. Psychotherapy addresses barriers that are limiting or preventing participants from full participation in daily living and activities.

Delivery Sites

Accessible service is key for Ontario Works participants. We know that reliance on the public transit system poses logistical hurdles for individuals as they negotiate getting to appointments. As such, the location of services becomes paramount. Having services co-located or near other employment and social services facilitates participation.

According to the City of London Ontario Works Participants and Service Delivery Profile (2018):

- The most common language that require interpreter services, Arabic, Spanish, Nepal, Kurdish, Assyrian
- 64.1% of OW clients are in the following catchment areas outside of the London downtown core, Westmount Shopping Centre (24.5%), London East (20%), Northland Mall (19.6%). All three locations have direct bus access to the London downtown core.

The partnership between Daya and FSTV affords the best possible access to service for Ontario Works participants by reducing language and transportation barriers.

Address	333 Dufferin Ave, London, ON N6B 1Z3	500 South St, London, ON N6B 1C3
Hours of Operation (Main office)	Monday to Thursdays 9:00 am to 8 pm Fridays 9:00 am to 5:00 pm	Monday to Thursdays 9:00 am to 8 pm Fridays 9:00 am to 4:00 pm
Accessibility	<p>Daya is located in the downtown core at a new location. Accessibility by bus is readily available as all buses are routed downtown.</p> <p>The downtown location provides participants with the ability to book appointments when they are attending other programs in the downtown area.</p> <p>Parking is available.</p>	<p>FSTV location is accessible to participants; we have a new location with spaces for individual and group psychotherapy, an elevator, and psychotherapy offices on the first and third floors of the building. We are located close to downtown and where multiple city public bus routes are available.</p> <p>FSTV site provides a free parking area for clients.</p>
Languages	<p>English, Spanish, Arabic, French, and American Sign Language.</p> <p>An interpreter service is otherwise purchased from Across Languages as needed.</p>	<p>English, French, Spanish, and Arabic</p> <p>An interpreter service is otherwise purchased from Across Languages as needed.</p>
Accommodations	Wheelchair accessible	Wheelchair accessible
Total Number of Paid Staff:	24	49 across 3 Programs
Program Offered at this site	<p>Individual Psychotherapy</p> <ul style="list-style-type: none"> ▪ Short-Term ▪ Single Session <p>Group Psychotherapy Information Sessions</p>	<ul style="list-style-type: none"> ▪ Individual Psychotherapy ▪ Short-Term ▪ Single Session <p>Group Psychotherapy Information Sessions</p>
<p>Programs that may be/are offered offsite (in vivo at another organization)</p> <p><i>Travel Costs apply if Clinicians are not contracted to provide programing from the site as part of normal service delivery.</i></p>	<p>Individual Psychotherapy Group Psychotherapy</p>	<p>Individual Psychotherapy Group Psychotherapy</p>

INDIVIDUAL AND GROUP PSYCHOTHERAPY

Referral and Screening Process

Referrals

All OW-eligible participants are referred from Ontario Works by way of email to one of either organization.

Participants may self-refer (without referral), but it is the responsibility of Daya and FSTV to determine the OW-eligibility of the client from OW before proceeding.

Intake/Screening/Eligibility

At point of contact, an intake appointment is scheduled with the individual. Intakes are booked within 1 to 10 business days. The intake appointment generally is scheduled to occur over the phone; however, face to face intakes may readily be done upon request and generally takes between 15 to 30 minutes.

The purpose of the intake is to provide general information about the organization and psychotherapy, (assess risk and connect), to answer any questions, and to screen for appropriateness of service (or refer to services that fit better the needs of the participant)

The screening is intended to identify information that may suggest psychotherapy at Daya/FSTV (is appropriate as the participant is stable and willing to engage with a community Based Psychotherapy Services) is not appropriate at that moment. Eligibility will be determined on a case-by-case basis. Some criteria that might indicate that the person might not be ready for therapy might be:

- Those experiencing symptoms of an untreated/undertreated mental illness that would interfere with psychotherapy or would suggest that psychotherapy may be harmful. (This may include for example: highly active psychosis, inability to stay focused or be present in a conversation). Daya/FSTV will refer to CMHA or crisis centers.
- Those experiencing a significant emotional crisis that has recently resulted in two or more psychiatric hospitalizations within the past year. Referred to CMHA
- People who are actively physically violent towards others. Referred to Changing Ways, or crisis centers.
- Current Criminal Charges pending, participants will refer to John Howard Society

We recognize that OW may not always be aware of these factors in the participant's lives when they are referred. Should individuals present with any one or more of these non-eligibility criteria, they are referred to more appropriate services. OW is informed if they are not eligible for service.

Psychotherapy is not intended to replace existing services established in the community to meet the advocacy, crisis management, treatment, or case management needs of the OW participant. Participants in need of these services need to be referred to those services.

At intake, clients are asked to identify a goal for psychotherapy, and they are provided with information about the attendance policy. Individuals should be able to have a sense of what they would like to see changed in their lives and be able to commit to attending scheduled appointments.

It is through the screening phase that clients are identified for type of psychotherapy (i.e., individual/couple/family psychotherapy or group) and for language of service.

Target Group

Participants are individuals:

- Requiring access to psychotherapy services not otherwise available to them (due to finances, capacity issues)
- Participants generally have significant issues that include, but are not exclusive to:
 - Depression, anxiety, addictions, concurrent disorders
 - Historical abuse, trauma
 - Interpersonal conflicts
 - Emotion regulation
 - Unresolved grief
 - Loss
 - Low self-esteem, poor self-concept
 - Coping with change

Participants include (but not limited to):

- People age 16+
- Single parents
- Immigrants/Refugees

- Youth

Addressing Participant Needs

Individual and group psychotherapy addresses the personal barriers an individual has. Personal barriers may interfere with general functioning such as job searching, attending school, participating in community volunteer activities, maintaining employment, or participating in employment assistance services. Personal barriers may include, for example:

- Feelings of low self-worth, lack of confidence.
- Difficulties solving conflict, relating to others.
- Lack of direction.
- Difficulties managing day to day stresses.
- Utilizing harmful coping strategies (i.e., self-harm, drugs, alcohol, gambling).
- Feelings of sadness, depression.

These personal barriers often result from historical events (i.e., trauma, family dysfunction, and unresolved grief), from current events (i.e., current life stressors), and/or from underlying mental health issues.

Individual and group psychotherapy is aimed at supporting individuals to overcome some of these personal barriers so that they may move forward in their lives.

Psychotherapy Methods

Psychotherapy uses a number of techniques and methods that include skill development (stress management, problem solving), reframing, goal setting, and more clinically based methods that include Eye Movement Desensitization and Reprocessing (EMDR), Emotional Freedom Techniques (EFT), Internal Family Therapy (IFS), solution focused therapy, Cognitive Behavioral Therapy, bioenergetics, rational-emotive behavior therapy, and narrative therapy.

Regardless of the technique utilized, however, the overall approach is goal-focused and strengths-based; meaning that the focus is on identifying and building on the strengths of the individual to achieve a mutually defined goal.

Program Delivery

Program Description

Psychotherapy is a client centered intervention used to address personal issues that limit an individual's ability to fully participate in daily activities.

Participants are eligible for individual psychotherapy, couple/family psychotherapy, or group psychotherapy.

Individual or Couple/Family Psychotherapy

Short-Term

- Consists of up to ***eight***, 50-minute sessions generally provided weekly or bi-weekly (may vary depending on client choice); where clinically appropriate and with supervisor approval clients may be eligible for up to ***four*** extended sessions.
- The wait period between the completed intake and assignment to a therapist will average no more than 10 business days. The time it takes to assign a client varies and is based on a number of factors that include:
 - Availability of specialty. It may take longer, for example, to assign Spanish or Arabic speaking clients.
 - Specific Time Required: It may take longer to assign a client specifying a particular time and day of the week.
 - Time of year: It may take longer to assign clients immediately following a holiday period (such as Christmas).
 - Peak periods: It may take longer if we are experiencing a surge in referrals.
- Once a client is assigned to a therapist, the therapist calls the client to book the appointment. Appointments are booked at a mutually agreeable time.

Single Session

Both agencies offer a Single-sessions program (1 session) to respond to an immediate need, such as navigating a stressful situation. Our community has resources for when people are in a mental health crisis (CMHA, 24 helplines); however, there are limited resources to access affordable psychotherapy services in a timely manner (one to two months). There is no single-session (in-person) model available to prevent a crisis. The single-session model is different from the walk-in crisis model. It is a proactive and preventive approach to enhance well-being.

We know the individuals on our waiting lists have taken the first step to ask for help but still face the barrier of affordable psychotherapy and/or have limitations on time, health, or personal matters that compromise their commitment to on-going psychotherapy. We can help improve the emotional stability of those connections by providing on-site psychotherapy and single supporting sessions.

Single sessions are offered virtual or in-person and someone can access the Single session service once they have completed an intake. For Daya and FSTV single sessions are offered based on a person's request and needs during intake. FSTV, additional offer single sessions to Pathways Employment Help Center referrals.

Group Psychotherapy

Group psychotherapy provides individuals the opportunity to meet with others experiencing similar situations, to gain new information, share experiences and problem-solving strategies, and develop mutual support. Group therapy is also a cost-effective way of supporting more people in a timely manner.

Family Services Thames Valley

Group support is available at FSTV for adults 16 years of age and older. Groups at FSTV accept 8 to 15 participants depending on the nature or focus of the group. Each group is co-facilitated by a lead therapist and an assistant therapist with a resulting therapist to client ratio ranging from 1:4 to 1:7.

FSTV promotes client participation in psycho-educational and therapeutic groups whenever group work is seen as a meaningful method to address client issues. The Group Program is organized around 3 focus areas: Mental Health, Personal & Family Development, and Trauma & Abuse. The length of the group sessions is 8 to 12 sessions (trauma and abuse groups are longer). The goal is to offer one group per focus area (3 groups per year).

Group programs will include:

- *Mental Health:* Stress and Anxiety Management for Women, Stress and Anxiety Management for Men; and Depression Symptom Management Group
- *Personal and Family Development:* Couples Communication, Rebuilding after Separation and Divorce
- *Trauma and Abuse:* Men Moving Toward Healing Groups for survivors of childhood sexual abuse: Coping and Support Group, Healing the Impact of Abuse Group

Daya Counselling Centre

While Daya does not have a standing Group Therapy program, our clinical team has experience and the ability to develop and run psycho-educational and therapeutic groups based on need and interest.

Potential group programs can include (but not limited to):

- *Anxiety & Depression support group:* Co-facilitated skills and processing group with the goal of being self-led.
- *DBT Skills:* DBT skills development group.
- *Mindfulness:* Mindfulness development group.

Daya groups would be developed for adults 16 years of age and older with group sizes between 8 to 15 people. The number of facilitators (between 1 to 2) and length of group (between 4 to 24 sessions) will be determined by the size and needs of the group.

FSTV and Daya can develop these group opportunities for Ontario Works clients if there is enough interest in participation. FSTV and Daya will screen Ontario Works referrals for common therapeutic needs and inquire if the client would be interested in group psychotherapy and will inform Ontario Works when there is sufficient interest and demand for a psychotherapy group. The Ontario Works status will remain confidential and not be shared across the group.

Participation and Attendance

Positive outcomes for psychotherapy are more likely when a person attends psychotherapy of their own volition, is committed to attending, and has a goal for change.

It is within our capacity to initiate contact with all clients referred for psychotherapy. However, given our experience we recommend that:

- OW participants follow up on their referral to psychotherapy by contacting Daya/FSTV.
- OW participants attend psychotherapy as a matter of choice (not a requirement).

One of the central goals of therapy is to support the client and facilitate growth. In order to achieve this, there must be a consistency to the therapeutic work. We strongly encourage clients to commit to attending scheduled appointments. Clients are advised of the policy in regards to missed appointments at intake and at their first appointment.

Clients failing to show for their first appointment will have their files closed. The therapist is not required to contact the client.

Should the client call after the missed appointment the therapist may use their discretion to book another appointment (i.e., if there were extenuating circumstances that led to the no show) or may advise the client that their file has been closed and direct them to call intake to have their file reopened and put back on the waitlist.

Subsequent Appointments

Clients must provide notice for cancellation of appointments. The notice period at Daya and FSTV is 24 hours. Clients are informed of the notice period at intake and by the therapist at their first session. The therapist will speak with the client after a no-show/late cancellation to determine client's ability to commit to attending sessions.

After a third no-show/late cancellation, the clients should be terminated and files closed. Clients may be invited to call back to intake in three to six months time to have their files reopened and/or complete another intake.

Exceptions need the approval of the Executive Director/Program Manager. Generally, if the client is doing good therapeutic work and there are reasonable explanations for absences, the client will be allowed to continue.

Participant Learning Outcomes/Program Outcomes

Psychotherapy is aimed at improving our client's ability to cope with stress, to manage the demands of living by applying problem solving methods, to challenge and change damaging patterns in relationships and to enable our participants to access personal and social resources available to them so that they may participate more fully in workforce, educational and community activities.

Psychotherapy helps people by increasing their understanding of the situation they are facing, providing a safe place to express and examine painful feelings, developing coping strategies, enhancing self-esteem, and strengthening supportive relationships.

Participants in the individual and group psychotherapy will be expected to achieve:

- Improved self-confidence/self-awareness
- Improved self-management.
- A plan to move forward.
- Increased employment related activity (job search, schoolwork, volunteer work)

Referral

Ontario Works may identify a specific need for an information-session (info-session) to educate and train new workers about psychotherapy services and/or new participants about therapy services.

Daya and FSTV will receive requests for info-sessions directly from Ontario Works.

Info-sessions will be provided based on training/orientation needs for Ontario Works

Daya and FSTV will have representation at the info sessions to clarify agency specific questions.

Target Group

New OW participants

Ontario Works caseworkers

FOR ALL PROPOSED PROGRAMS

Resources

Daya and FSTV have the resource materials and technical capacity to carry out the proposed program.

Resource Materials

All group programs and psycho educational group sessions provide written handouts and materials for two purposes:

- Essential information conveyed in the group or psycho educational session: to eliminate distractions of note taking, ensure that information is delivered in more than one format, and for future reference and reflection.
- Self-reflective exercises: to assist people in examining their personal situation and applying the group material to their own circumstance and as a potential catalyst for group discussion.

Program Delivery Staff

Therapists with Daya Counselling Centre and Family Service Thames Valley possess a set of specialized skills and experience to deliver the programs; all therapists have a Master's level of education.

Monitoring and Reporting Program Activities and Outputs

The following schedule and information is proposed for monitoring and reporting on program activities and outputs.

Output Category	Reported information	Monitoring Tools	Reporting Cycle
Intake results	<ul style="list-style-type: none">▪ New clients▪ Average waitlist for service (# of days between intake to being assigned to a therapist).▪ Average waitlist for service (# of days between intake to first available appointment).	Client database	Monthly invoice
Participant Attendance	<ul style="list-style-type: none">▪ # attended appointments▪ # missed appointments▪ # of total appointments	Client database	Monthly invoice

Participant Status	<ul style="list-style-type: none"> ▪ File status (open, closed) ▪ End date (date file is closed). ▪ Participation in extended sessions. 	Client database	Monthly invoice
Annual Service Data	<ul style="list-style-type: none"> ▪ # of completed intakes (new files) ▪ # of new clients receiving extended sessions ▪ Total number of sessions (attended and missed) ▪ Show rate ▪ Average number of sessions per participant ▪ # of clients served in psycho educational sessions. 	Client database	Annual Report
Demographics	<ul style="list-style-type: none"> ▪ Gender ▪ Age ▪ Presenting issues 	Client database	Annual Report

Tracking Employment Outcomes

Clients participating in individual and group psychotherapy will be asked to complete a feedback questionnaire at the end of psychotherapy.

Key Outcomes	Indicators	Benchmark	Evaluation Tool	Measurement Interval	Reporting Cycle
My confidence in being able to achieve my goals	Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> ▪ Greatly increased ▪ Increased ▪ Neutral ▪ Decreased ▪ Greatly decreased 	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My ability to cope with current or future life stressors	Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> ▪ Greatly increased ▪ Increased ▪ Neutral ▪ Decreased ▪ Greatly decreased 	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My general sense of well being	Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> ▪ Greatly increased ▪ Increased ▪ Neutral ▪ Decreased ▪ Greatly decreased 	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My ability to deal with the situation that brought me to psychotherapy	Clients asked to report on improvement (using a 7-point scale) <ul style="list-style-type: none"> ▪ Greatly increased ▪ Increased ▪ Neutral ▪ Decreased ▪ Greatly decreased 	80% will report improvement	Client Feedback survey	Postvention	Annual Report

Participant satisfaction	Clients asked to report on the following: <ul style="list-style-type: none"> Satisfaction with their overall therapy experience 	90% will report they were satisfied	Client Feedback survey	Postvention	Annual Report
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SECTION 5: PROPOSED RATE SCHEDULE

Proposal updates to rates due to growing operating costs over the last 12 years. These rates will be reviewed every two years to ensure that they meet OW and Daya/FSTV need; and can be adjusted as needed.

Item	Proposal	
Per session fee for individual psychotherapy	\$125/hour	2012 Rate: \$96.00 Increase of \$29 (30%) 2.7% increase per year over 11 years to meet the demands of growing costs.
Per session fee for participant no shows	25% of per session rate (\$31.25)	2012 Rate: \$25.00 To account for an increase in administrative costs
Per 2-hour group session fee (1 facilitator)	\$300 Participant Limit: 8	2012 Rate \$55.00/participant The cost for an 8-person group would have been \$440. This would reduce the costs for groups.
Per 2-hour group session fee (2 facilitators)	\$500.00 Participant Limit: 15	The cost for a 15-person group would have been \$1440. This would reduce the costs for groups.
Travel Cost	1-hour of Clinician Cost plus mileage (\$0.55/km)	Standard traveling expense for Clinician to provide services offsite (in vivo at another organization)
Intake/Screening/Eligibility	To assess risk (including Intimate Partner Violence) and connect the OW participant with crisis services when needed.	
30-minute Information Session +15-minute Q&A	A free information session on Daya and FSTV services for OW staff and clients once a quarter as requested.	

SCHEDULE "B"

Services to be Provided

Specialized individual services, including:

1. Individual (includes couple and family psychotherapy)
2. Group psychotherapy
3. Information session

Schedule "C"

Cost of Services

Item	Proposal
Individual: Per session fee for individual psychotherapy Up to 8 sessions cap, with extensions available for up to 4 sessions.	\$125/hour
Individual: Per session fee for participant no shows	25% of per session rate (\$31.25)
Group: Per 2-hour group session fee (1 facilitator)	\$300 Participant Limit: 8
Group: Per 2-hour group session fee (2 facilitators)	\$500.00 Participant Limit: 15
Travel Cost: Standard traveling expense for Clinician to provide services offsite (in vivo at another organization)	1-hour of Clinician Cost plus mileage (\$0.55/km)
Information Session: 30-minute Information Session +15-minute Q&A	A free information session on Daya and FSTV services for OW staff and clients once a quarter as requested.

All **invoices** due on the 15th day of the following month.

SCHEDULE "D"

Outcomes Schedule

Specialized Individual Support

Key Outcomes	Benchmark	Evaluation Tool	Measurement Interval	Reporting Cycle
My confidence in being able to achieve my goals	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My ability to cope with current or future life stressors	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My general sense of well being	80% will report improvement	Client Feedback survey	Postvention	Annual Report
My ability to deal with the situation that brought me to psychotherapy	80% will report improvement	Client Feedback survey	Postvention	Annual Report
Participant satisfaction	90% will report they were satisfied	Client Feedback survey	Postvention	Annual Report

SCHEDULE "E"

Accounting and Reporting Requirements

In fulfillment of its obligations under the Agreement for Employment Assistance Services, the Service Provider:

- a) shall conduct itself in accordance with all applicable laws;
- b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the funds for the Employment Assistance Services in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the City for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- c) shall maintain all non-financial documents and records relating to the funds for Employment Assistance Services, including any records relating to personal information, in a confidential manner consistent with all applicable law; and
- d) hereby authorizes the City, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Service Provider's premises to review the status and manner of operation of the Employment Assistance Services and to inspect and copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Service Provider which relate to the funds for Employment Assistance Services.

The City's right of inspection in this Agreement includes the right to perform a full or partial audit.

The Service Provider shall prepare and submit to the City an annual report (or such lesser time period as the City in its sole discretion determines) on its use of the funds for the Employment Assistance Services under this Agreement to the City within twelve (12) months (or such lesser time period as the City in its sole discretion determines) after the commencement of this Agreement, that is based on the first twelve (12) month (or such lesser time period as the City in its sole discretion determines) period of operation and every year thereafter which shall include the number of individuals assisted.

The Service Provider shall ensure that all reports are in a form satisfactory to the City and are signed on behalf of the Service Provider by a person authorized to sign them.

SCHEDULE "F"

Municipal Freedom of Information and Protection of Privacy Act Provisions

1. In this Schedule:
 - (a) "City Records" means General Records and Personal Records under the custody or in the control of the Corporation of the City of London that are:
 - (i) provided by the City to the Service Provider in relation to this Agreement;
 - (ii) collected from clients by the Service Provider in relation to this Agreement; or
 - (iii) derived by the Service Provider from General Records and Personal Records provided under this Agreement;
 - (c) "Service Provider Information" means General Records and Personal Records, except City Records provided by the Service Provider to the City in relation to this Agreement;
 - (d) "General Records" means recorded information that is not Personal Information as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1).
 - (e) "Personal Information" (as defined by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s.2(1)), means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
 - (iii) any identifying number, symbol or other particular assigned to the individual, the address, telephone number, fingerprints or blood type of the individual,
 - (iv) the personal opinions or views of the individual except if they relate to another individual,
 - (v) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
 - (vi) the views or opinions of another individual about the individual, and
 - (vii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

Any information shared with the Service Provider by the City will be governed, where applicable, by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), *Personal Information Protection and Electronic Documents Act* (PIPEDA) and *Personal Health Information Protection Act* (PHIPA), in respect of personal information that it collects, uses or discloses in the course of its activities.

2. All records collected, maintained, provided, or derived by the Service Provider in relation to this Agreement shall remain the sole property of the City and any part of it or all of it shall be given by the Service Provider to the City within 5 business days of:
 - (a) the City's written request; or
 - (b) the termination or expiry of this Agreement.For the purposes of this section, "business day" means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.
3. In accordance with this Agreement, the Service Provider shall, when collecting Personal Information directly from clients or indirectly from the City:
 - (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
 - (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
 - (c) identify the purpose for which the information is collected to the individual at or before the time of collection.
4. The Service Provider shall retain all Personal Information in a manner that protects its security and confidentiality.
5. The Service Provider shall not use Personal Information for purposes other than that for which it was collected, except:
 - (a) with the consent of the individual; or
 - (b) for law enforcement purposes and in accordance with this Agreement and the Municipal Freedom of Information and Protection of Privacy Act,

6. In accordance with this Agreement, the Service Provider shall not disclose City Information, specifically Personal Information, without the prior approval in writing of the Corporation of the City of London, except:
 - (a) if the person to whom the information relates has identified that information in particular and consented to its disclosure;
 - (b) for the purpose for which it was obtained or compiled or for a consistent purpose;
 - (c) for the purpose of complying with an Act of the Legislature or an Act of Parliament, an agreement or arrangement under such an Act or a treaty;
 - (d) to a law enforcement agency in a foreign country under an arrangement, a written agreement or treaty or legislative authority, or
 - (e) to another law enforcement agency in Canada;
 - (f) if disclosure is to an institution or a law enforcement agency in Canada to aid an investigation undertaken with a view to a law enforcement proceeding or from which a law enforcement proceeding is likely to result;
 - (g) in compelling circumstances affecting the health or safety of an individual if upon disclosure notification is mailed to the last known address of the individual to whom the information relates;
 - (h) in compassionate circumstances, to facilitate contact with the spouse, a close relative or a friend of an individual who is injured, ill or deceased.
7. The Service Provider shall not destroy any City Records without the prior approval of and consent from the City.
8. Subject to all applicable legislation, including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, the City may disclose:
 - (a) any part of or all Service Provider Information; or
 - (b) any part or all of this Agreement.
9. The Service Provider represents, warrants, and confirms, and shall continue to ensure that:
 - (a) it will provide the City with quick, detailed information in the event of a personal or confidential breach or security incident at all times and adhere to all regulations and provincial laws;
 - (b) the security and integrity of all personal information and records in its possession are complied with;
 - (c) Personal Information and records are kept in a physically secure and separate location, safe from loss, alteration, destruction and intermingling with other records and databases. The Service Provider shall implement, use, and maintain the most appropriate products, tools, measures and procedures to do so.

Bill No. 5
2024

By-law No.

A by-law to authorize a Purchase of Services Agreement between The Corporation of the City of London and the London Economic Development Corporation; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "Corporation") to enter into a Purchase of Services Agreement with the London Economic Development Corporation for the delivery of economic development services (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the Corporation;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

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

1. The Purchase of Services Agreement attached as Schedule "A1" to this by-law, being a Purchase of Services Agreement between the Corporation of the City of London and the London Economic Development Corporation for the delivery of economic development services is authorized and approved.
2. The Deputy City Manager, Planning and Economic Development, and their written designates, if any, are delegated the power to administer the Agreement attached as Schedule 'A1' to this by-law.
3. The Mayor and the City Clerk are authorized to execute the Purchase of Services Agreement authorized and approved under section 1 of this by-law.
4. This by-law shall come into force and effect on January 1st, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – December 19, 2023
Second reading – December 19, 2023
Third reading – December 19, 2023

Schedule "A1"

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT with effect as of the 1st day of January 2024

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "Corporation")

- AND -

LONDON ECONOMIC DEVELOPMENT CORPORATION
(the "LEDC")

WHEREAS the LEDC was incorporated by Letters Patent as a corporation without share capital in 1998;

AND WHEREAS the objects for which LEDC was incorporated are set out in its Letters Patent, and include, for example, "To promote economic development with the co-operation and participation of the community by encouraging, facilitating and supporting community strategic planning and increasing municipal self-reliance, investment and job creation within the community"; "To identify and support existing and emerging London business clusters and skill bases"; "To identify businesses and services not currently existing in London and recruit them in order to provide local support and suppliers for existing business clusters";

NOW THEREFORE IN CONSIDERATION OF their respective covenants and agreements herein contained and subject to the terms and conditions herein set out, the Corporation and the LEDC covenant and agree each with the other as follows:

1. **Duration of Agreement.** The term of this Agreement (herein referred to as "the Term") commences on January 1, 2024, and continues until December 31, 2027, subject to renewal by agreement of both parties.
2. **Termination of 2020 Agreement.** The Purchase of Services Agreement between the Corporation and the LEDC, as amended, dated January 1, 2020, expressed to be in force until December 31, 2023, is terminated upon this Agreement coming into effect on January 1, 2024.
3. **Services Being Purchased and Provided.** The Corporation agrees to purchase from the LEDC and the LEDC agrees to provide to the Corporation the following broadly described economic development services and, in order to provide such services, the LEDC shall:
 - a. act as the primary economic development body on behalf of the Corporation;
 - b. attract new businesses and jobs to the city
 - i. Metrics include and may change from time to time at the request of the Corporation:
 1. number of investment missions, including regional investment promotions
 2. number of attraction files, including new businesses and jobs attracted
 3. number of site selection tours
 - ii. LEDC data to support the metrics as outlined in Council's Strategic Plan:
 1. number of jobs created,
 2. number of productions filmed in London,
 - c. support the retention and expansion of existing businesses in London
 - i. Metrics include and may change from time to time at the request of the Corporation:
 1. number of active retention and expansion files
 2. number of jobs retained
 3. number of companies worked with
 4. number of referrals made
 - d. develop and connect the workforce to meet the needs of businesses and job seekers
 - i. Metrics include and may change from time to time at the request of the Corporation:
 1. number of external job fairs, including number of companies participating, number of open positions, and an estimate of the number of job seekers in attendance
 2. number of employer and job seeking consultations

3. number of activities to support connections of students to business
 4. number of activities to support connections of employers to employment and other training agencies
- e. continue working relationships with partner community organizations and city staff to support economic development initiatives in London, such as the Industrial Lands Development Strategy and the Core Area.
 - f. may provide funding with respect to Community Improvement Plans (CIP) under section 28 of the *Planning Act* and section 365.1 of the *Municipal Act, 2001* that focus on the enhancement of economic development opportunities within the Community Improvement Project Areas.
 - g. from January 1, 2024, to December 31, 2024, and thereafter annually, subject to budget approval, and only on the prior written annual request of the Deputy City Manager, Planning and Economic Development as directed by Council, on an annual basis, support the development and implementation of London's Film Strategy, focused on funding and advocacy, marketing and promotion, attraction, growth and retention, and workforce development.

4. Other Reporting and Liaison Requirements.

- a. The LEDC shall provide annual updates to Municipal Council and/or a Committee of Council, which include data on investments, labour force, trends and the overall state of the local economy, as well as the services and associated metrics as set out in Section 3.
- b. The LEDC shall prepare and submit to the Corporation's Deputy City Manager, Planning and Economic Development or written designate ("Deputy City Manager") the following:
 - i. Financial Statements: In a form and content satisfactory to the Corporation, the LEDC shall provide the following financial statements to the Corporation, on or before the dates set out below, or on such other date as agreed to in writing by the Corporation:
 1. Audited Financial Statement – due on or before March 31st annually. The Audited Financial Statement shall be signed by the LEDC's auditor.
 - ii. Consolidated By-laws: If requested by the Deputy City Manager, Planning and Economic Development, the LEDC shall provide a consolidation of its by-laws or Board confirmation that by-laws are consolidated, to the Corporation on or before the end of the first year of the Agreement, or on such other date as agreed to in writing by the Corporation.
- c. As required by the Deputy City Manager, Planning and Economic Development, the LEDC President and Chief Executive Officer shall participate in joint meetings at the request of the Deputy City Manager with:
 - i. the Deputy City Manager, Planning and Economic Development;
 - ii. the London Community Small Business Centre's Executive Director; and
 - iii. the TechAlliance of Southwestern Ontario's Chief Executive Officer.
- d. The LEDC shall prepare and submit strategies, metrics, and targets by such date and in such form as the Corporation may prescribe to support Municipal Council's Strategic Plan.
- e. The LEDC shall prepare and submit budget documents and annual business plans at the request of the Corporation by such date and in such form as the Corporation may prescribe.
- f. For the purpose of discussing with the Corporation and keeping it informed on a timely basis of the success of the LEDC in providing the services set out in this Agreement and to maintain good working relationships, the LEDC and the Corporation shall maintain ongoing liaison as follows:
 - i. the primary mechanism for providing updates to the Mayor and Deputy City Manager, Planning and Economic Development will be through the regular attendance of the Mayor, and the Deputy City Manager at the LEDC Board of Directors meetings; and
 - ii. the President and Chief Executive Officer of the LEDC shall meet regularly with the Corporation's Deputy City Manager, Planning and Economic Development or designate (and from time to time with the Deputy City

the Deputy City Manager, Planning and Economic Development as directed by Council, for the services in section 3(g);

and payments under subsections 9 a) and 9 b) are subject to the below and the parameters contained in Sections 3 and 4:

- i. the actual amount paid by the Corporation to the LEDC for services rendered during the period is subject to Municipal Council's approval of the Corporation's budget;
 - ii. one-twelfth of the amount mentioned thereafter, or such other proportion as may be agreed upon, shall be paid monthly based on an invoice for payment submitted by the LEDC to the Corporation containing such particulars or accompanied by such supporting information as the Corporation may require;
 - iii. amounts paid by the Corporation shall be for the services specifically purchased by the Corporation consistent with the Corporation's Strategic Plan and/or Multi-Year Budget;
 - iv. the amounts mentioned above shall be adjusted to reflect the addition, elimination, transfer or variance to the economic development services agreed upon from time to time by the Corporation and the LEDC; and"
 - v. LEDC shall make reasonable best efforts to leverage funding through other sources of funding available through other levels of government and other funding opportunities, for example, Skills Development Fund.
10. **Refund of Payment.** The LEDC shall refund to the Corporation any amount requested by the Corporation should the Corporation, during its inspection of monthly invoices or audited financial statements, determine that any payment by the Corporation to the LEDC has been used by the LEDC for any purpose other than that for which the payment was made.
11. **Illegality.** The LEDC shall forthwith refund any payment by the Corporation to the LEDC upon demand by the Corporation in the event that the Corporation is at any time adjudged by a court to have assisted directly or indirectly any commercial enterprise by reason of the payment being a bonus in aid thereof contrary to the *Municipal Act, 2001*.
12. **Code of Conduct.** The LEDC shall adopt a Code of Conduct similar to the Code of Conduct for Members of the Municipal Council.
13. **Governance.** The LEDC agrees and undertakes to do the following:
- a. maintain the Mayor as a member of the LEDC's Nominating Committee (at the discretion of the Mayor);
 - b. give notice of, and invite the Corporation's Deputy City Manager, Planning and Economic Development to attend, meetings of the LEDC's Board of Directors;
 - c. ensure that a review of the LEDC's President and Chief Executive Officer's performance is conducted annually by the Board of Directors of the LEDC, and that the view of the Corporation is sought in the preparation of such performance review.
14. **Prospective Directors.** The LEDC's Board of Directors shall ensure that its Nominating Committee guidelines include seeking out representatives of the London business and educational communities who are committed to the growth and wealth creation of the community and who can provide non-conflicted guidance to the board and management of the LEDC.
15. **LEDC's Human Resources.** The LEDC shall be the direct employer of its own human resources, with an organizational structure, staff complement, and salaries and benefits determined by the LEDC.
16. **LEDC's Corporate Services.** The LEDC shall be responsible for its own corporate services such as, but not limited to, payroll and benefits administration, banking, accounting and financial management, legal, purchasing, printing, computers and office technology, human resource management, mail/courier, office space, furniture, fixtures and supplies. The Corporation is prepared to provide any of these services to the LEDC at the LEDC's expense.
17. **Registered Mark License Agreement.** The Registered Mark License Agreement dated January 28th, 1999 between the Corporation and the LEDC, which gives the LEDC a non-exclusive, non-assignable License to use the Corporation's registered tree logo is continued for the term of this Agreement.
18. **Release by the LEDC.** The LEDC on behalf of itself, its officers and employees releases the Corporation, its officers, councilors, and employees and their respective heirs, executors,

administrators, successors and assigns (herein called the "Corporation and its Representatives") from and against all claims, actions, causes of action, suits, debts, dues, accounts, contracts, demands, costs, expenses, damages, liabilities or other obligations whatsoever and from and against all liabilities, losses, damages, costs, charges, court costs, legal fees on a solicitor and its own client basis and other expenses of every nature whatsoever which the LEDC, its officers and employees may now have or hereafter can, shall or may have against the Corporation and its Representatives arising from or pertaining to the making or refunding of the Fee as the case may be.

19. **Indemnification by the LEDC.** The LEDC shall indemnify and save harmless the Corporation and its Representatives from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, in any manner arising from any willful or negligent act, or attributed to anything done or omitted to be done by the LEDC, its directors, officers, employees or agents arising from or pertaining to the receipt, disposition or refunding of the Fee by the LEDC, as the case may be.
20. **Indemnification by Corporation.** The Corporation shall indemnify and save harmless the LEDC, its directors, officers, employees and agents, and their respective heirs, executors, administrators, successors and assigns from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner or attributable to anything done or omitted to be done by the Corporation, its officers, employees or agents, arising from or pertaining to the late payment or nonpayment of any installment of the Fee except where such late payment or nonpayment is permitted by this Agreement.
21. **Insurance by the LEDC.** Throughout the term of this Agreement, LEDC agrees to obtain and maintain at its sole expense:
- (a) Directors' and Officers' Liability Insurance in an amount not less than \$1,000,000.,
 - (b) Crime/Fidelity Insurance including "employee dishonesty" coverage in the amount of \$100,000. The City shall be shown on this policy as a Named Obligee with respect to incidents arising from services performed under this Agreement.
 - (c) the City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require from time to time; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
 - (d) LEDC will submit on an annual basis upon request evidence of the insurance in (a) and (b) which provides for a minimum of thirty days (30) notice in advance of cancellation or non-renewal of such insurance.
22. **Financial Records.** The LEDC shall keep separate financial records for all amounts incurred, claimed, paid and received and shall retain and preserve all documents, contracts, records, claims and accounts that relate thereto for a period of four (4) years.
23. **Inspection of Financial Records and Documents.** If the Corporation has reasonable grounds for believing that any amount included in any preceding installment of a Fee of any year has not been expended in accordance with this Agreement, the LEDC shall, upon reasonable notice from the Corporation, make available at all reasonable times and without expense to the Corporation all such documents, contracts, records, claims and accounts for inspection and audit by Corporation or its auditors as the Corporation may deem necessary to determine whether such is the case.
24. **Provision of Information.** Upon written request from the Corporation, the LEDC shall provide the Corporation, without expense to it, any information which is available to the LEDC with respect to its Strategic Plan or financial statements and which it is able to provide without breaching any applicable law.
25. **Events of Default.** The following constitute events of default, the proof of which to the contrary lies upon the LEDC:
- a. the LEDC becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
 - b. an order is made or resolution passed for winding up or for the dissolution of the LEDC or it is dissolved;
 - c. the LEDC ceases actual bona fide operation for a period of thirty (30) days;

- d. the LEDC has knowingly submitted false or misleading information to the Corporation; or
- e. the LEDC is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed hereunder.

26. Remedies on Default.

If,

- a. an event of default specified in subclause 25 (a), (b), (c) or (d) occurs; or
- b. an event of default specified in subclause 25 (e) occurs and is not remedied within ten (10) business days after receipt by the LEDC of notice of default, or a plan satisfactory to the Corporation to remedy such an event of default is not implemented within such period and fully and diligently carried out thereafter,

the Corporation may exercise either or both of the following remedies, in addition to any other remedies otherwise available, namely;

- c. terminate forthwith any obligation by the Corporation to pay the Fee or to continue to pay any instalment, including any unpaid installment outstanding prior to the date of such termination; and
- d. require the LEDC to repay all or part of the unspent Fee forthwith to the Corporation.

27. Interim Suspension of Payment. In the event that the Corporation gives the LEDC notice of default and no plan satisfactory to the Corporation to remedy such an event of default is implemented within such period and being fully and diligently carried out as provided in paragraph 26 (b), the Corporation shall have no obligation to make any further payments under this Agreement prior to the end of the period given to the LEDC to remedy the event of default.

28. Waiver of Breaches. In the event of a breach of any provision of this Agreement by one party, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing.

29. Termination. This Agreement and the Registered Mark License Agreement made between the Corporation and the LEDC dated January 28, 1999, shall, at the Corporation's option, (with the exception of paragraphs (d), (e) and (f) below in which case this Agreement shall terminate on the date determined in accordance with paragraphs (d), (e) and (f) as applicable) terminate prior to December 31, 2027 or prior to the expiration of any renewal of this Agreement, upon the happening of one of the following events, whichever occurs first:

- a. an event of default specified in subclause 25 (a), (b), (c) or (d);
- b. an event of default specified in subclause 25 (e) that is not remedied within ten business days of receipt by the LEDC of notice of default, or a plan satisfactory to the Corporation to remedy such an event of default is not implemented within such period and fully and diligently carried out thereafter as provided in subclause 26 (b);
- c. the enabling statutory authority or the required approvals under which the Corporation has entered into this Agreement being repealed or rescinded so as to substantially limit or deprive the Corporation of the authority to confer any of the rights or assume any of the obligations granted or assumed hereunder, and the Corporation being unable with reasonable diligence within a period of two (2) years to obtain private legislation to remedy the deficiency of authority;
- d. notice of termination being given to the Corporation by the LEDC stipulating the date of termination, (which date shall be no less than ten days from the date of such notice) on the ground that, despite negotiations in good faith between and reasonable efforts by the LEDC and the Corporation to settle the amount of the Fee or the amount appropriated by the Corporation in its sole discretion for the LEDC is insufficient to enable the LEDC in any substantial way to perform its responsibilities under this Agreement;
- e. the Corporation giving the LEDC six months' written notice of its intent to terminate this Agreement; or
- f. the Corporation and the LEDC agreeing in writing at any time to the termination of

this Agreement.

30. **Benefit.** No member of the Municipal Council shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
31. **Confidentiality.** For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, the Corporation's access to information hereunder is subject to the LEDC's assertion at all material times that all such documents, contracts, records, claims, and accounts are supplied to the Corporation in confidence, recognizing that their disclosure could reasonably be expected to be injurious to the economic and other interests of the LEDC, or prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the LEDC, and the Corporation shall not disclose any such information without the LEDC's consent.
32. **Deemed Amendment of Agreement.** In the event that the enabling statutory authority or the required approvals under which the Corporation has entered into this Agreement are subsequently amended or altered, but not so substantially as to limit or deprive the Corporation of the authority to confer any of the rights or assume any of the obligations hereunder, this Agreement shall be deemed to be amended or altered in accordance therewith. If however, the amendment or alteration to the enabling statutory authority or the required approvals do substantially limit or deprive the Corporation's authority, the Corporation and the LEDC shall forthwith enter into discussions with respect to the amendment or termination of this Agreement, and, if no such discussions are held within a reasonable period of time or such discussions do not result in an amendment of this Agreement, this Agreement shall be deemed to be terminated.
33. **Further Documents.** The LEDC and the Corporation shall, from time to time, execute and deliver all further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
34. **Notice.** Where in this Agreement any notice, request, direction or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person or by recognized courier or sent by facsimile transmission addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:
- a. if delivered personally or by recognized courier on the date of such delivery; or
 - b. if by facsimile transmission, when transmitted (if received before 4:30 pm local time at the recipient's office or failing which on the next business day).

Any notices intended for the Corporation shall be delivered and addressed to:

City Clerk
The Corporation of the City of London
3rd Floor, 300 Dufferin Avenue PO Box 5035
London Ontario N6A 4L9
Facsimile: (519) 661-4892

Any notices intended for the LEDC shall be delivered and addressed to:

President and Chief Executive Officer
London Economic Development Corporation
Suite 701
380 Wellington Street London Ontario N6A 585
Facsimile: (519) 661-5331

The address or facsimile number of either party may be changed by notice in the manner set out above.

35. **Assignment.** Neither party shall assign all or any portion of its rights or obligations under this Agreement to a third party without the other party's prior written consent.
36. **Supplementary or Additional Agreements.** If at any time during the continuance of this Agreement, the parties shall deem it necessary or advisable to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental or additional hereto and form part hereof.
37. **Headings for Convenience.** Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

38. **Severability of Provisions.** If any of the provisions of this Agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole Agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF the Corporation and the LEDC have hereunto affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF LONDON

Mayor (Josh Morgan)

City Clerk (Michael Schulthess)

LONDON ECONOMIC DEVELOPMENT CORPORATION

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

Bill No. 6
2024

By-law No. A.- _____ - _____

A by-law to approve a Grant Agreement with
London Community Small Business Centre, Inc.

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 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 well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS council considers it to be in the interests of the municipality to provide a grant to London Community Small Business Centre, Inc. under the terms as set out in the proposed agreement attached;

AND WHEREAS London Community Small Business Centre, Inc. is a non-profit corporation without share capital;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

AND WHEREAS The Ministry of Economic Development and Trade, and the City, and London Community Small Business Centre entered into an agreement in February 2002 regarding the London Small Business Enterprise Centre, which agreement is still in effect;

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

1. The Grant Agreement with London Community Small Business Centre, Inc., substantially in the form attached as Schedule A to this by-law, is approved.
2. The Deputy City Manager, Planning and Economic Development, or written designate is delegated the power to act as the City Representative for the purposes of the Agreement approved in section 1 above.
3. The Mayor and the City Clerk are authorized to execute the Agreement approved in section 1 above.
4. This by-law shall come into force and effect on January 1st, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – December 19, 2023
Second reading – December 19, 2023
Third reading – December 19, 2023

SCHEDULE A

Grant Agreement

THIS AGREEMENT with effect as of the January 1st, 2024.

Between

The Corporation of the City of London
(the "City")

-and-

London Community Small Business Centre, Inc.
(the "Recipient")

WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has made a request to the City for a grant to assist the Recipient in the Recipient's activities as described in **Schedule A1** ("the Funded Activity");

AND WHEREAS Council has approved that a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this Agreement;

AND WHEREAS The Ministry of Economic Development and Trade, and the City, and London Community Small Business Centre entered into an agreement in February 2002 regarding the London Small Business Enterprise Centre, which agreement is still in effect;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Definitions & Schedules

1.1 Definitions

In this Agreement, the following definitions apply:

"City Representative" means an individual delegated by by-law to act as City Representative for the purposes of this Agreement;

"Eligible Expenditures" means the expenditures that are listed in the Funded Activity Budget (**Schedule B**), and in compliance with the Conditions Governing Eligible Expenditures set out in **Schedule B**.

"Vulnerable Person" means an individual who has difficulty protecting themselves from harm, and/or may be reliant on others because of age, mental disability, physical disability, or circumstances, and includes but is not limited to minors.

1.2 Schedules Forming Part of Agreement

The following Schedules, marked with an "X" (or where not marked with an "X", attached to this Agreement), form part of this Agreement:

Schedule A1: Description of Funded Activity

Schedule B: Maximum Contribution & Eligible Expenditures

and the parties agree that all references in this Agreement to "this Agreement" shall be deemed to include such Schedules.

2. Term

2.1 The Agreement shall commence on the Funded Activity Start Date, and shall terminate on the Funded Activity End Date as set out in Schedule A1 ("the Term"), or shall terminate on such earlier date as set out in this Agreement.

3. Grant

3.1 (a) Subject to the terms and conditions of this Agreement, the City shall make a grant to the Recipient as set out in **Schedule B**, which amount shall be payable as set out in **Schedule B**.

(b) Payment of any grant under this Agreement is subject to the availability of funds in the City's current approved budget.

4. Use of Grant

4.1 The Recipient covenants and agrees that the Recipient shall use the grant solely for the purpose of paying the Eligible Expenditures in connection with the Funded Activity and for no other purpose.

5. Repayment of Grant

5.1 The City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.

5.2 If the Recipient uses some or all of the grant funds for purposes other than Eligible Expenditures, the Recipient covenants and agrees that it shall return such funds to the City.

5.3 If the Recipient does not comply with the provisions of this Agreement, the Recipient shall be considered in default of this Agreement and all grant funds the City advanced to the Recipient shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City Representative.

5.4 The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

5.5 The Recipient shall return all unexpended grant funds to the City within 90 days of the end of the Term, unless the City Representative has given prior written approval for such grant funds to be spent on a specific program or activity.

6. Eligibility for Funding

6.1 **Reporting and By-laws** – To remain eligible for funding, and if required by the City Representative, the Recipient shall submit the reports and by-laws as set out in Schedule A1, on or before the date set out in Schedule A1 to the City Representative in a form and content satisfactory to the City Representative. The reports shall include a financial statement for the period covered by the reports.

6.2 **Annual Presentations** – To remain eligible for funding, and if required by the City Representative, the Recipient shall make a presentation to Council, or a Committee of Council. The form and the content of the presentation must be provided to the City Representative in advance of the presentation, and the City Representative may request any changes to the form and content of the presentation.

The annual presentations are to provide Council with an:

- update on key highlights and initiatives, consistent key performance metrics
- overview of how the funding is being used to advance and contribute to Council's 2023-2027 Strategic Plan and the Strategic Area of Focus "Economic Growth, Culture, and Prosperity."

6.3 **Joint Meetings** - As required by the City Representative, the London Community Small Business Centre's Executive Director shall participate in joint meetings at the request of the City Representative with:

- i. the Deputy City Manager, Planning and Economic Development;
- ii. the LEDC President and Chief Executive Officer; and
- iii. the TechAlliance of Southwestern Ontario's Chief Executive Officer.

7. Right of Audit

7.1 (a) The City auditor or anyone designated in writing by the City auditor may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.

(b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.

(c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City.

8. Official Notification

8.1 (a) Any notice required or permitted to be given under this Agreement shall be given or provided by personal delivery, mail, courier service, or fax at the postal address or fax number, as the case may be, of the receiving party as set out below:

The City
City Clerk
300 Dufferin Avenue London, Ontario N6A 4L9

The Recipient
As set out in **Schedule A1**

(b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working day after they are sent.

(c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

9. Informing the Public of the City's Contribution

9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the contributions and the nature of the activity supported under this Agreement.

(b) The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

10. Termination

Termination Without Default

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of 15 days' prior written notice to the Recipient.

Termination Where Default

10.2 The following constitute events of default, the proof of which to the contrary lies upon the Recipient:

- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
- (b) an order is made or resolution passed for winding up or for the dissolution of the Recipient or it is dissolved;
- (c) the Recipient ceases actual bona fide operation for a period of 30 days;
- (d) the Recipient has knowingly submitted false or misleading information to the City;
- (e) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement;
- (f) the Recipient refuses or neglects to comply with any reasonable requirement from the City Representative which he or she is entitled to stipulate under this Agreement;
- (g) the Recipient assigns or transfers or attempts to assign or transfer this Agreement; or
- (h) the Recipient ceases to be a non-share capital, non-profit corporation.

10.3 If an event of default occurs, all of the grant funds paid in the calendar year in which the default occurs and any grant funds advanced thereafter shall be deemed to be a loan and all such funds shall be immediately due and payable in full upon the written demand of the City Representative. The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

10.4 If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

- (a) provide the Recipient with an opportunity to remedy the event of default;
- (b) terminate this Agreement at any time, including immediately, upon the City Representative giving written notice to the Recipient.

10.5 If under section 10.4 the City has provided the Recipient with an opportunity to remedy the event of default and the Recipient does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or terminate this Agreement.

10.6 Where the City has terminated this Agreement, the City shall have no further responsibility or liability under this Agreement and any termination by the City shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

10.7 The Recipient acknowledges and agrees that the provisions in this Part 10 are for the sole benefit of the City and may be waived in whole or in part by the City Representative at any time.

11. Indemnity

11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any wilful or

negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

12.1. Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense:

(a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The Recipient shall submit a completed standard Insurance Certificate (Form #0788).

(b) In addition, those Recipients with Grants greater than Ten Thousand Dollars (\$10,000) shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.

(c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

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

(e) On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under this section.

The Recipient shall notify the City forthwith of any lapse, cancellation or termination of any such insurance coverage.

13. Services to Vulnerable Persons

13.1 The Recipient shall ensure that where services are provided to Vulnerable Persons, it obtain police clearance certificates for those individuals working with Vulnerable Persons. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to Vulnerable Persons, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those Vulnerable Persons.

14. Compliance with Laws

14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licences, consents and other authorizations that are necessary to the carrying out of the Funded Activity.

15. *Municipal Freedom of Information and Protection of Privacy Act and The Municipal Act, 2001*

15.1 The Recipient acknowledges that all records in the City's control (including any records provided by the Recipient to the City) are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the *Municipal Act, 2001*, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

16. Assignment

16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City, and for the purposes of this Agreement, assignment shall include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

17. Relationship Between the Parties

17.1 The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of the City. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be

construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the City.

18. Facsimile Copy of Recipient's Signature Sufficient

18.1 A facsimile copy of the Recipient's signature on this Agreement shall be sufficient and binding.

19. Executed in Counterparts

19.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

20. Headings

20.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

22. Waiver

22.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

23. Circumstances Beyond the Control of Either Party

23.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

24. Payment of Grant is Subject to City Budget Approval

24.1 (a) Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made. In the event that the City Council cancels or reduces the level of funding for the grants for any fiscal year in which payment is to be made under the Agreement, the City may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

(b) Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than 1 months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

25. Governing Law

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

26. Canadian Currency

26.1 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

27 Other Agreements

27.1 If the Recipient:

- (i) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with the City;
- (ii) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (iii) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (iv) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

28. Execution of Agreement.

28.1 The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

29. Survival

29.1 The provisions relating to liability, indemnity, Right of Audit and Repayment of Grant shall survive termination or expiry of this Agreement for a period of 7 years from the date of termination of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:

SIGNED SEALED AND DELIVERED

For the City:

THE CORPORATION OF THE CITY OF LONDON

Mayor (Josh Morgan)

City Clerk (Michael Schulthess)

For the Recipient, by the following authorized officer(s):

LONDON COMMUNITY SMALL BUSINESS CENTRE INC.

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

SCHEDULE A1

Operating Grant

THE FUNDED ACTIVITY

Full Legal Name of Recipient: London Community Small Business Centre, Inc.

Address for Service of Notice: Unit 220-379 Dundas St, London, ON, N6B 15V

Primary Contact Name: Steve Pellarin Phone #: (519) 659-2882

Fax #: (519) 659-7050 E-mail: spellarin@sbcentre.ca

Funded Activity Start Date (date for which funding will be commenced): January 1st 2024.

Funded Activity End Date (date for which funding will end): December 31st, 2027.

FUNDED ACTIVITY DESCRIPTION:

The London Small Business Centre is a not-for-profit organization that provides training and support to starting and growing businesses. From concept, through start-up and early growth stages, the Centre is a source for information, guidance and professional advice on starting and running a successful business. Services include providing easy access to programs, services, resources and support for all aspects small business. Additional services include researching ideas to developing business concepts, preparing business plans, and managing growing business needs.

The funded activities are set out as follows:

To help advance and contribute to the City of London's Strategic Plan 2023-2027 and the Strategic Area of Focus 'Economic Growth, Culture, and Prosperity'. This includes the following Outcome, Expected Results, Strategies and Metrics:

Outcome: London encourages equitable economic growth and diversification.

Expected Result: Small and growing businesses, entrepreneurs and non-profits are supported to be successful.

Strategies:

- Strengthen existing and introduce new partnerships and programs that support small and growing businesses, cultural and non-profit organizations, and entrepreneurs.

Strategic Plan Metrics:

- Funding invested to support starting and scaling-up for small businesses entrepreneurs, and non-profits
 - Number of jobs created
- Improve City of London processes and supports for businesses and entrepreneurs.

Expected Result: Increased economic activity from the core and the greater community.

Strategies:

- Support economic development initiatives through key business organizations including the London Chamber of Commerce, Pillar, LEDC, TechAlliance, SBC, and Business Improvement Areas.

Expected Result: London is a regional centre that proactively attracts and retains talent, business, and investment.

Strategies:

- Foster and leverage strategic partnerships that promote collaboration, innovation, and investment in business and employment.
- Strengthen London's position as a regional centre for economic opportunity, and connectivity.

Strategic Plan Metrics:

- Number of jobs created

REPORTING

The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Audited Financial Statement - due on or before September 30th annually.

The Audited Financial Statement shall be signed by the Recipient's auditor.

2. Projected Income Statement- due on or before September 30 annually.

BY-LAWS

The Recipient shall provide the following by-laws to the City Representative, if requested by the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Consolidated by-laws due on or before the end of the first year of the Agreement.

SCHEDULE B

Operating Grant

MAXIMUM CONTRIBUTION & ELIGIBLE EXPENDITURES

1. MAXIMUM CONTRIBUTION OF THE CITY

1.1 For the Funded Activity under this Agreement, the Corporation shall pay the Small Business Centre the amount subject to the City of London Budget approval, beginning in 2024 and thereafter annually during the term of this Grant Agreement:

1. \$208,936 plus HST for the twelve-month period ending December 31, 2024,
2. \$215,204 plus HST for the twelve-month period ending December 31, 2025,
3. \$221,660 plus HST for the twelve-month period ending December 31, 2026, and
4. \$226,093 plus HST for the twelve-month period ending December 31, 2027.

2. DISBURSEMENT OF GRANTS

2.1 Subject to the Recipient's compliance with the provisions of this Agreement, the grant shall be disbursed to the Recipient over the Term of this Agreement, as set out below.

2.2 The grant will be payable as follows, subject to the Recipient's compliance with the provisions of this Agreement:

One payment of grant funds annually for the Term, to be paid within 30 days of execution of this Agreement in 2024, and thereafter within 30 days after submission of the reports in accordance with Schedule A1 Reporting.

3. ELIGIBLE EXPENDITURES

3.1 Funded Activity Budget

Eligible Expenditures include the Recipient's operating expenditures, including, but not limited to, operating expenditures in the following categories and subject to the conditions and restrictions in the section below:

- i) Administration
- ii) Personnel
- iii) Marketing
- iv) Development and Special Projects
- v) Operations

4. CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

4.1 Eligible Expenditures are subject to the following conditions and restrictions:

- (a) expenditures must be incurred during the fiscal year of each of the multi-year agreement years;
- (b) expenditures must, in the sole opinion of the City Representative, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement are not eligible;
- (d) fines and penalties are not eligible;
- (e) the cost of alcoholic beverages are not eligible.

5. TERMS OF PAYMENT

5.1 Subject to subsections (2) and (3), the City will make payment of the grant funds by way of advance payments. Each payment shall cover a specific period as set out in paragraph 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Term.

5.2 Each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the sole opinion of the City Representative, is reliable and up-to-date.

5.3 If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible

Expenditures incurred by the Recipient during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement, or to require repayment of that part of the grant funds.

5.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following are applicable:

- (a) If the Recipient has failed to submit when due any report required by the City under this Agreement;
- (b) If the Recipient has budgeted on a deficit basis or is operating on a deficit basis;
- (c) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
- (d) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the vulnerable person requirements;
- (e) in the event that an audit of the Recipient's books and records indicates mismanagement or use of funds, in the sole opinion of the City Representative;
- (f) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

Bill No. 7
2024

By-law No. A.- _____ - ____

A by-law to approve a Grant Agreement with
TechAlliance of Southwestern Ontario.

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 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 well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS council considers it to be in the interests of the municipality to provide a grant to TechAlliance of Southwestern Ontario under the terms as set out in the proposed agreement attached;

AND WHEREAS TechAlliance of Southwestern Ontario is a non-profit corporation without share capital;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

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

1. The Grant Agreement with TechAlliance of Southwestern Ontario, substantially in the form attached as Schedule A to this by-law, is approved.
2. The Deputy City Manager, Planning and Economic Development, or written designate is delegated the power to act as the City Representative for the purposes of the Agreement approved in section 1 above.
3. The Mayor and the City Clerk are authorized to execute the Agreement approved in section 1 above.
4. This by-law shall come into force and effect January 1st, 2024 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – December 19, 2023
Second reading – December 19, 2023
Third reading – December 19, 2023

SCHEDULE A

Grant Agreement

THIS AGREEMENT with effect as of the 1st day of January, 2024.

Between

The Corporation of the City of London
(the "City")

-and-

TechAlliance of Southwestern Ontario
(the "Recipient")

WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Recipient has made a request to the City for a grant to assist the Recipient in the Recipient's activities as described in **Schedule A1** ("the Funded Activity");

AND WHEREAS Council has approved that a grant be made to the Recipient in connection with the Recipient's activities upon such terms and conditions as are more particularly described in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and other terms and conditions in this Agreement, the parties agree each with the other as follows:

1. Definitions & Schedules

1.1 Definitions

In this Agreement, the following definitions apply:

"**City Representative**" means an individual delegated by by-law to act as City Representative for the purposes of this Agreement;

"**Eligible Expenditures**" means the expenditures that are listed in the Funded Activity Budget (**Schedule B**), and in compliance with the Conditions Governing Eligible Expenditures set out in **Schedule B**.

"**Vulnerable Person**" means an individual who has difficulty protecting themselves from harm, and/or may be reliant on others because of age, mental disability, physical disability, or circumstances, and includes but is not limited to minors.

1.2 Schedules Forming Part of Agreement

The following Schedules, marked with an "X" (or where not marked with an "X", attached to this Agreement), form part of this Agreement:

Schedule A1: Description of Funded Activity - Operating Grant

Schedule B: Maximum Contribution & Eligible Expenditures – Operating Grant

and the parties agree that all references in this Agreement to "this Agreement" shall be deemed to include such Schedules.

2. Term

2.1 The Agreement shall commence on the Funded Activity Start Date, and shall terminate on the Funded Activity End Date as set out in Schedule A1 ("the Term"), or shall terminate on such earlier date as set out in this Agreement.

3. Grant

3.1 (a) Subject to the terms and conditions of this Agreement, the City shall make a grant to the Recipient as set out in **Schedule B**, which amount shall be payable as set out in **Schedule B**.

b) Payment of any grant under this Agreement is subject to the availability of funds in the City's current approved budget.

4. Use of Grant

4.1 The Recipient covenants and agrees that the Recipient shall use the grant solely for the purpose of paying the Eligible Expenditures in connection with the Funded Activity and for no other purpose.

5. Repayment of Grant

- 5.1 The City, in its sole discretion, may require the Recipient to repay to the City some or all of the grant based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.
- 5.2 If the Recipient uses some or all of the grant funds for purposes other than Eligible Expenditures, the Recipient covenants and agrees that it shall return such funds to the City.
- 5.3 If the Recipient does not comply with the provisions of this Agreement, the Recipient shall be considered in default of this Agreement and all grant funds the City advanced to the Recipient shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City Representative.
- 5.4 The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.
- 5.5 The Recipient shall return all unexpended grant funds to the City within 90 days of the end of the Term, unless the City Representative has given prior written approval for such grant funds to be spent on a specific program or activity.

6. Eligibility for Funding

- 6.1 **Reporting and By-laws** – To remain eligible for funding, and if required by the City Representative, the Recipient shall submit the reports and by-laws as set out in Schedule A1, on or before the date set out in Schedule A1 to the City Representative in a form and content satisfactory to the City Representative. The reports shall include a financial statement for the period covered by the reports.
- 6.2 **Annual Presentations** – To remain eligible for funding, and if required by the City Representative, the Recipient shall make a presentation to Council, or a Committee of Council. The form and the content of the presentation must be provided to the City Representative in advance of the presentation, and the City Representative may request any changes to the form and content of the presentation.
The annual presentations are to provide Council with an:
- update on key highlights and initiatives, consistent key performance metrics.
 - overview of how the funding is being used to advance and contribute to Council's 2023-2027 Strategic Plan and the Strategic Area of Focus 'Economic Growth, Culture, and Prosperity.'
- 6.3 **Joint Meetings** - As required by the City Representative, the TechAlliance of Southwestern Ontario's Chief Executive Officer shall participate in joint meetings at the request of the City Representative with:
- i. the Deputy City Manager, Planning and Economic Development;
 - ii. the LEDC President and Chief Executive Officer; and
 - iii. London Community Small Business Centre's Executive Director.

7. Right of Audit

- 7.1 (a) The City auditor or anyone designated in writing by the City auditor may audit and inspect accounts, records, receipts, vouchers, and other documents relating to the grant and shall have the right to make copies thereof and take extracts. For the purposes of this clause, audit includes any type of audit.
- (b) The Recipient shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the City and its authorized representatives with all such information as it, or they, may from time to time require with reference to such accounts, records, receipts, vouchers, and other documents.
- (c) The Recipient shall cause all such accounts, records, receipts, vouchers, and other documents required under this clause, to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of seven years from the date of disbursement of the grant under this Agreement, or until the expiration of such lesser or greater period of time as shall be approved in writing by the City.

8. Official Notification

- 8.1 (a) Any notice required or permitted to be given under this Agreement shall be given or provided by personal delivery, mail, courier service, or fax at the postal address or fax number, as the case may be, of the receiving party as set out below:

The City
City Clerk

The Recipient
As set out in **Schedule A1**

300 Dufferin Avenue
London, Ontario N6A 4L9

(b) Any notice that is delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five working days after the date of mailing, or in the case of fax, one working day after they are sent.

(c) Either party to this Agreement may, at any time, give notice under this section to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection (a).

9. Informing the Public of the City's Contribution

9.1 (a) The Recipient acknowledges that the City may publicize the name of the Recipient, the amount of the contributions and the nature of the activity supported under this Agreement.

(b) The Recipient shall recognize the City as a funding contributor in all Funded Activity-related publicity.

10. Termination

Termination Without Default

10.1 Despite any other provisions in this Agreement, the City may terminate this Agreement for any reason, effective upon the giving of 15 days' prior written notice to the Recipient.

Termination Where Default

10.2 The following constitute events of default, the proof of which to the contrary lies upon the Recipient:

- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
- (b) an order is made or resolution passed for winding up or for the dissolution of the Recipient or it is dissolved;
- (c) the Recipient ceases actual bona fide operation for a period of 30 days;
- (d) the Recipient has knowingly submitted false or misleading information to the City;
- (e) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement;
- (f) the Recipient refuses or neglects to comply with any reasonable requirement from the City Representative which he or she is entitled to stipulate under this Agreement;
- (g) the Recipient assigns or transfers or attempts to assign or transfer this Agreement; or
- (h) the Recipient ceases to be a non-share capital, non-profit corporation.

10.3 If an event of default occurs, all of the grant funds paid in the calendar year in which the default occurs and any grant funds advanced thereafter shall be deemed to be a loan and all such funds shall be immediately due and payable in full upon the written demand of the City Representative. The City reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the City on accounts receivable.

10.4 If an event of default occurs, the City may, at any time, take one or more of the following actions in addition to any other remedy that may be available to it:

- (a) provide the Recipient with an opportunity to remedy the event of default;
- (b) terminate this Agreement at any time, including immediately, upon the City Representative giving written notice to the Recipient.

10.5 If under section 10.4 the City has provided the Recipient with an opportunity to remedy the event of default and the Recipient does not remedy the event of default within the time specified by the City in the notice, the City may in its sole discretion extend the notice period or terminate this Agreement.

10.6 Where the City has terminated this Agreement, the City shall have no further responsibility or liability under this Agreement and any termination by the City shall be without compensation, penalty or liability on the part of the City, and shall be without prejudice to any of the City's legal or equitable rights or remedies.

10.7 The Recipient acknowledges and agrees that the provisions in this Part 10 are for the sole benefit of the City and may be waived in whole or in part by the City Representative at any time.

11. Indemnity

11.1 The Recipient shall indemnify and save the City, its officers, directors, employees, agents and Councillors, harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City may suffer, caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its officers, directors, employees, contractors or agents, in connection with anything purported to be or required to be done by the Recipient in connection with this Agreement or the Funded Activity.

12. Insurance

12.1. Throughout the term of this Agreement, the Recipient agrees to obtain and maintain at its sole expense:

(a) Comprehensive general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000.00) and shall include the City as an additional insured to cover any liability resulting from anything done or omitted by the Recipient or its employees, or agents, in carrying out the Funded Activity, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The Recipient shall submit a completed standard Insurance Certificate (Form #0788).

(b) In addition, those Recipients with Grants greater than Ten Thousand Dollars (\$10,000) shall furnish the City with a Blanket Position Policy or equivalent Fidelity Bond in an amount not less than the maximum single payment amount or fifty percent (50%) of the City's contribution of this grant; whichever is greater, to a maximum of One Hundred Thousand Dollars (\$100,000). The City shall be shown on the Policy as a named Obligee as their interest may appear with respect to any loss or misuse of funds held by the Recipient as described in this Agreement.

(c) The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

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

(e) On the signing of this Agreement and within thirty (30) calendar days after any subsequent change or renewal of its insurance coverage, the Recipient shall provide the City with evidence that it has obtained the insurance coverage required under this section.

The Recipient shall notify the City forthwith of any lapse, cancellation or termination of any such insurance coverage.

13. Services to Vulnerable Persons

13.1 The Recipient shall ensure that where services are provided to Vulnerable Persons, it obtain police clearance certificates for those individuals working with Vulnerable Persons. Failure to do so may result in immediate termination of this Agreement.

13.2 Where the Recipient provides services to Vulnerable Persons, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those Vulnerable Persons.

14. Compliance with Laws

14.1 The Recipient shall carry out the Funded Activity in compliance with all applicable federal, provincial and municipal laws, by-laws, policies, guidelines, rules and regulations. The Recipient shall obtain, prior to the commencement of the Funded Activity, all permits, licences, consents and other authorizations that are necessary to the carrying out of the Funded Activity.

15. *Municipal Freedom of Information and Protection of Privacy Act and The Municipal Act, 2001*

15.1 The Recipient acknowledges that all records in the City's control (including any records provided by the Recipient to the City) are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and such records may be disclosed by the City to the public upon request under that Act. The Recipient further acknowledges that pursuant to the *Municipal Act, 2001*, the proceedings of City Council are matters of public record. The Recipient acknowledges that the City does not make any covenants with respect to maintaining the confidentiality of any records the Recipient provides to the City.

16. Assignment

16.1 The Recipient shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City, and for the purposes of this Agreement, assignment shall

include any transfer in the majority ownership or controlling interest in the Recipient, whether through the sale of shares, direct acquisition of assets or otherwise.

17. Relationship Between the Parties

17.1 The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of the City. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The City's responsibilities are limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the City.

18. Facsimile Copy of Recipient's Signature Sufficient

18.1 A facsimile copy of the Recipient's signature on this Agreement shall be sufficient and binding.

19. Executed in Counterparts

19.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Agreement.

20. Headings

20.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

21. Entire Agreement

21.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the Funded Activity. The Recipient acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

22. Waiver

22.1 Failure by either party to exercise any of its rights, powers or remedies shall not constitute a waiver of those rights, powers or remedies.

23. Circumstances Beyond the Control of Either Party

23.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier that cannot be reasonably foreseen or provided against.

24. Payment of Grant is Subject to City Budget Approval

24.1 (a) Any payment under this Agreement is subject to the approval by City Council for the fiscal year in which the payment is to be made. In the event that the City Council cancels or reduces the level of funding for the grants for any fiscal year in which payment is to be made under the Agreement, the City may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.

(b) Where, pursuant to this section, the City intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than 1 months' notice of its intention to do so. Where, as a result of reduction in funding, the Recipient is unable or unwilling to complete the Funded Activity, the Recipient may, upon written notice to the City, terminate the Agreement. The Recipient shall not hold the City liable for any reduction or termination of funding.

25. Governing Law

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

26. Canadian Currency

26.1 Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

27 Other Agreements

27.1 If the Recipient:

- (i) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with the City;

- (ii) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (iii) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (iv) such Failure is continuing,

the City may suspend the payment of the grant for such period as the City determines appropriate or terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

28. Execution of Agreement.

29.1 The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

29. Survival

29.1 The provisions relating to liability, indemnity, Right of Audit and Repayment of Grant shall survive termination or expiry of this Agreement for a period of 7 years from the date of termination of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have set their hands and seals:

SIGNED SEALED AND DELIVERED

For the City:

THE CORPORATION OF THE CITY OF LONDON

Mayor (Josh Morgan)

City Clerk (Michael Schulthess)

For the Recipient, by the following authorized officer(s):

TECHALLIANCE OF SOUTHWESTERN ONTARIO

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

(Signature)

(Print Name)

(Print Title)

I/We have authority to bind the Corporation

SCHEDULE A1

Operating Grant

THE FUNDED ACTIVITY

Full Legal Name of Recipient: TechAlliance of Southwestern Ontario

Address for Service of Notice: Unit A-333 Dufferin Ave, London, ON N6B 1Z3

Primary Contact Name: Christina Fox Phone #: (519) 615-2369

Fax #: (519) 858-5077 E-mail: christina.fox@techalliance.ca

Funded Activity Start Date (date for which funding will be commenced): January 1st, 2024

Funded Activity End Date (date for which funding will end): December 31st, 2027

FUNDED ACTIVITY DESCRIPTION:

As a Regional Innovation Centre (RIC) resource hub for tech companies, TechAlliance of Southwestern Ontario (operating as TechAlliance), was formed with the mandates to foster growth in London's technology industry in the areas of biotechnology, information technology, and advanced manufacturing. Particularly, it has committed to delivering business acceleration, development and collaboration programs, events, and services throughout the Southwestern Ontario region, including London, St. Thomas, Woodstock, Sarnia, and the counties of Elgin, Huron, Lambton, Middlesex and Oxford.

The funded activities are set out as follows:

To help advance and contribute to the City of London's Strategic Plan 2023-2027 and the Strategic Area of Focus 'Economic Growth, Culture, and Prosperity'. This includes the following Outcome, expected results, strategies and identified metrics:

Outcome: London encourages equitable economic growth and diversification.

Expected Result: Small and growing businesses, entrepreneurs and non-profits are supported to be successful.

Strategies:

- Strengthen existing and introduce new partnerships and programs that support small and growing businesses, cultural and non-profit organizations, and entrepreneurs.

Strategic Plan Metrics:

- Funding invested to support starting and scaling-up for small businesses entrepreneurs, and non-profits
 - Number of jobs created
- Improve City of London processes and supports for businesses and entrepreneurs.

Expected Result: Increased economic activity from the core and the greater community.

Strategies:

- Support economic development initiatives through key business organizations including the London Chamber of Commerce, Pillar, LEDC, TechAlliance, SBC, and Business Improvement Areas.

Expected Result: London is a regional centre that proactively attracts and retains talent, business, and investment.

Strategies:

- Foster and leverage strategic partnerships that promote collaboration, innovation, and investment in business and employment.
- Strengthen London's position as a regional centre for economic opportunity, and connectivity.

Strategic Plan Metrics:

- Number of jobs created

REPORTING

The Recipient shall provide the following reports to the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Audited Financial Statement - due on or before September 30th annually.

The Audited Financial Statement shall be signed by the Recipient's auditor.

2. Projected Income Statement - due on or before September 30 annually.

BY-LAWS

The Recipient shall provide the following by-laws to the City Representative, if requested by the City Representative, on or before the dates set out below, or on such other date as agreed to in writing by the City Representative:

1. Consolidated by-laws due on or before the end of the first year of the Agreement.

SCHEDULE B

Operating Grant

MAXIMUM CONTRIBUTION & ELIGIBLE EXPENDITURES

1. MAXIMUM CONTRIBUTION OF THE CITY

1.1 For the Funded Activity under this Agreement, the Corporation shall pay TechAlliance the amount subject to the City of London Budget approval, beginning in 2024 and thereafter annually during the term of this Grant Agreement:

1. \$216,722 plus HST for the twelve-month period ending December 31, 2024,
2. \$223,224 plus HST for the twelve-month period ending December 31, 2025,
3. \$229,921 plus HST for the twelve-month period ending December 31, 2026, and
4. \$234,519 plus HST for the twelve-month period ending December 31, 2027.

1.2 2. DISBURSEMENT OF GRANTS

2.1 Subject to the Recipient's compliance with the provisions of this Agreement, the grant shall be disbursed to the Recipient over the Term of this Agreement, as set out below.

2.2 The grant will be payable as follows, subject to the Recipient's compliance with the provisions of this Agreement:

One payment of grant funds annually for the entire Term, to be paid within 30 days of execution of this Agreement in 2024, and thereafter within 30 days after submission of the reports in accordance with Schedule A1 Reporting.

3. ELIGIBLE EXPENDITURES

3.1 Funded Activity Budget

Eligible Expenditures include the Recipient's operating expenditures, including, but not limited to, operating expenditures in the following categories and subject to the conditions and restrictions in the section below:

- i) Administration
- ii) Personnel
- iii) Marketing
- iv) Development and Special Projects
- v) Operations

4. CONDITIONS GOVERNING ELIGIBLE EXPENDITURES

4.1 Eligible Expenditures are subject to the following conditions and restrictions:

- (a) expenditures must be incurred during the fiscal year of each of the multi-year agreement years;
- (b) expenditures must, in the sole opinion of the City Representative, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement are not eligible;
- (d) fines and penalties are not eligible;
- (e) the cost of alcoholic beverages are not eligible.

5. TERMS OF PAYMENT

5.1 Subject to subsections (2) and (3), the City will make payment of the grant funds by way of advance payments. Each payment shall cover a specific period as set out in paragraph 2.0 of **Schedule B** (hereinafter referred to as the "Payment Period") from the start to the end of the Term.

5.2 Each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the sole opinion of the City Representative, is reliable and up-to-date.

5.3 If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, the City reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement, or to require repayment of that part of the grant funds.

5.4 The City may withhold any payment due to the Recipient under this Agreement if any one or more of the following are applicable:

- (a) If the Recipient has failed to submit when due any report required by the City under this Agreement;
- (b) If the Recipient has budgeted on a deficit basis or is operating on a deficit basis;
- (c) pending the completion of an audit of the Recipient's books and records, should the City decide to undertake such an audit;
- (d) if the Recipient is not in compliance with any applicable laws, regulations, by-laws, Council Policies, or if applicable the vulnerable person requirements;
- (e) in the event that an audit of the Recipient's books and records indicates mismanagement or use of funds, in the sole opinion of the City Representative;
- (f) the Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed under this Agreement.

Bill No. 8
2024

By-law No. CPOL.-228()-

A by-law to amend By-law No. CPOL.-228-480, as amended, being "Council Members' Expense Account" to update various provisions of the policy.

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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-228-480, as amended, being "Council Members' Expense Account", to update various Policy provisions;

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

1. By-law No. CPOL.-228-480, as amended, being "Council Members' Expense Account" is hereby amended by deleting Schedule "A" in its entirety and by replacing it with the attached new Schedule "A".

2. This by-law shall come into force and effect on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

Schedule “A”

Policy Name: Council Members’ Expense Account Policy

Legislative History: Adopted September 19, 2017 (By-law No. CPOL.-228-480); Amended July 24, 2018 (By-law No. CPOL.-228(a)-427); Amended November 15, 2022 (By-law No. CPOL.-228(b)-233); Amended August 30, 2023 (Council Resolution 2.1/21/SPPC); Amended November 28, 2023 (By-law No. CPOL.-228(c)-323); Amended December 19, 2023 (By-law No. CPOL.-228()-);

Last Review Date: November 28, 2023

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy establishes the annual budget allocation to individual Council Members to support them in performing their diverse roles and representing their constituents, including the associated conditions for use of the budget allocation.

2. Definitions

2.1 Not applicable.

3. Applicability

3.1 This policy shall apply to all Council Members, excluding the Mayor.

4. The Policy

4.1 Annual Budget Allocation

An annual sum of \$15,000.00 shall be allocated to each Council Member.

4.2 Conditions for Use of the Annual Budget Allocation

a) This policy does not apply to:

- i) the Head of Council;
- ii) any travel-related expenses that are not eligible for reimbursement under the Council Policy related to Travel and Business Expenses;
- iii) travel expenses incurred by any Member of Council who has been nominated by the Municipal Council to represent it as a member of a committee or of the Board of Directors of the Federation of Canadian Municipalities or the Association of Municipalities of Ontario; it being noted that the latter expenses will be subject to Council approval of a source of financing;
- iv) elected officials’ salaries and related payroll costs;
- v) expenses related to telephone, mobile devices and computers issued by the Corporation; noting that the standards for the aforementioned equipment are established by the City Clerk in consultation with Information Technology Services and are reflected in the Issuance of Computer Equipment to Council Members Policy;
- vi) City of London business cards, letterhead and envelopes;
- vii) a limited general supply of pens, pencils, erasers, highlighters, markers, scribble pads, message pads, post-it notes, paperclips, tape, staples, etc.;
- viii) expenses for goods or services of a personal nature;
- ix) election-related expenses, including expenses incurred to produce or distribute campaign literature or materials, in accordance with the Travel and Business Expenses Policy;
- x) expenses incurred by delegates who the Mayor may, from time to time and at their discretion, request to attend meetings with federal, provincial or municipal organizations, or of the Mayors and Regional Chairs of Ontario (MARCO) and the Ontario’s Big City Mayors (OBCM) on the Mayor’s behalf;
- xi) any donations or grants as these items are covered under the City of London Municipal Granting program;

- xii) registration costs for the Federation of Canadian Municipalities and/or Association of Municipalities of Ontario annual general conference(s); it being noted that any related expenses would be eligible for reimbursement from the individual expense account; and,
 - xiii) one annual ward-wide mail out, including printing and distribution by Canada Post;
- b) The annual allocation shall be subject to annual Budget approval;
- c) The allocated sum may be used by Members of Council for any of the following purposes:
- i) any conference, seminar or workshop having a direct relationship to municipal concerns or interests; such expenses to be in accordance with the Travel and Business Expenses Policy;
 - ii) educational courses which would assist the elected official in the completion of their Council-related duties and responsibilities;
 - iii) gifts and souvenirs for protocol and City of London promotional purposes, specific sponsorship or merchandise contributions ward events (such as City merchandise or equipment rental) up to a maximum value of \$1,200.00 annually; it being noted that donations and grants (funding) is excluded as per part a) xi), above;
 - iv) the expenses of a spouse or companion when claiming business hosting expenses, at the discretion of the elected official, when such an expense is considered to be necessary for the advancement of the interests of the City and is in accordance with the Travel and Business Expenses Policy;
 - v) office and computer equipment, furniture and supplies exceeding corporate issue, subject to the following conditions:
 - A) purchases of single items exceeding \$900.00 (excluding HST) in value will require the pre-approval of the Expense Review Officer (or designate) and it must be demonstrated that such purchases are necessary in order to effectively represent and serve the constituents;
 - B) purchases of single items exceeding \$900 (excluding HST) in value will be returned to the City Clerk upon the completion of the term to determine appropriate Corporate reuse or redistribution, should the Council Member not be returning for an additional term;
 - C) notwithstanding part B), above, out-going Member of Council may purchase a piece of equipment, originally purchased with "City" funds, using personal funds payable to the City, at present-market value;
 - D) purchases of single items exceeding \$900.00 (excluding HST) in value in the final year of the term will require the submission of a request for approval to the Corporate Services Committee on an exception basis, and will remain subject to all conditions described above;
 - vi) advertising, in the manner deemed appropriate by the Member to extend greetings up to a maximum value of \$1,200.00 annually;
 - vii) expenses related to ward matters and the operation of a "ward office", including such expenses as: neighbourhood or constituent meetings, notices, printing, and other engagement opportunities deemed appropriate by the Member;
 - viii) expenses related to the hosting of educational forums related to the business of the Municipal Council, for the benefit of the public (e.g., Speaker's fees and travel expenses, venue rental for the forum, etc.);
 - ix) transportation expenses for business-related travel within the City of London, to be paid by one of the following means at the discretion of individual Members of Council and for each fiscal year, as applicable:
 - A) a monthly transportation allowance in the amount of up to \$177.00 maximum; OR
 - B) a per kilometer rate, based upon submission and approval of a "Corporate Car Allowance Statement" claim form, which provides for both parking and kilometre usage;

- x) contracting of temporary, part time office assistants subject to the following conditions:
 - Members of Council will be responsible for the contracting and supervision of office assistants who will be under a purchase of service agreement with the Council Member;
 - Members of Council shall arrange for their assistants to submit an invoice for work performed at the agreed upon rate. All invoices will be approved by the contracting Council Member prior to submission to the City Treasurer for payment. All payments will be subject to the availability of funding in the Council Member's Expense Account;
 - temporary office assistants contracted by Members of Council will not be provided with access to the City Hall computer system, but could be provided with access to any offsite service provided by an outside service provider, at the discretion of the Council Member;
 - office assistants working for Members of Council will be provided keys and security card access from 8:00 a.m. to 5:30 p.m., Monday to Friday, to the office of the Council Member for which they are providing services; and,
 - the Code of Conduct policy for Members of Council will be followed in supervising these assistants including the protection of confidential information.
 - xi) community event ticket purchases, for the individual Members of Council;
 - xii) discretionary expenses of the individual Member that may not be explicitly provided for in subsections i) to xi) above, up to a maximum value of \$3,000.00 annually.
- d) for expenses not included in (c), above, Members of Council may, at their discretion, submit a request, through the Corporate Services Committee for approval of an expense, on an exception basis;
 - e) no goods or services shall be purchased in excess of what the Council Members require to complete their term of office, and all expense claims will require the submission of original, detailed receipts and clear explanation of the City/Ward-related purpose;
 - f) the City Treasurer will provide an annual report to the Municipal Council detailing elected official remuneration and all expenses incurred against each elected official's expense account, such report to be prepared on or before March 31st of each calendar year;
 - g) all elected official expense information is considered to be public information, with the exception of any detail that is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, or any other relevant legislation, and shall be posted by the City Clerk, or designate, on the City of London website, on a quarterly basis;
 - h) all eligible claim receipts shall be submitted for processing within 60 (sixty) days from the date the expense occurred, in order to be considered for reimbursement.

Bill No. 9
2024

By-law No. S.- ____ - ____

A by-law to permit James Alexander Loring to maintain and use a boulevard parking area upon the road allowance for 731 William Street, in the City of London.

WHEREAS James Alexander Loring (the "Owner") represents that they are the registered owners of certain lands and premises in the City of London, in the County of Middlesex, known municipally as 731 William Street, in the said City of London, County of Middlesex, and which are more particularly described in the boulevard parking agreement attached hereto as Schedule "A" (the "said lands");

AND WHEREAS the Owner's James Alexander Loring has petitioned the Municipal Council of The Corporation of the City of London for permission to use a portion of the City-owned road allowance which abuts the said lands as a boulevard parking area (the "said parking area") for the purpose of parking motor vehicles;

AND WHEREAS the Municipal Council of The Corporation of the City of London has approved the entering into of a Boulevard Parking Agreement (the "said Agreement") with the Owner relating to the use of the said parking area;

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

1. The said Agreement attached hereto as Schedule "A" of this by-law is authorized and approved.
2. The Mayor and the City Clerk are authorized and directed to execute the attached Agreement on behalf of The Corporation of the City of London and to cause the seal of The Corporation to be affixed thereon.
3. The City Clerk is authorized upon the receipt of the required registration fee from the Owner and upon the authorization of the Site Plan Administrator for The Corporation of the City of London to register this by-law in the Land Registry Office for the Land Titles Division of Middlesex No. 33.
4. Nothing in this by-law limits the covenants and agreements between the parties to the said Agreement.
5. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

Schedule "A"

THIS AGREEMENT made in duplicate this 28 day of November, 2023
BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called "the Corporation")

OF THE FIRST PART

AND **JAMES ALEXANDER LORING**
(hereinafter called "the Owner")

OF THE SECOND PART

WHEREAS by section 11(1) of the *Municipal Act 2001*, as amended, the Corporation is authorized and empowered to pass by-laws for leasing or licensing the use of untravelled portions of highways, under the jurisdiction of the council, except highways that are extensions or connecting links of the King's Highway;

AND WHEREAS the Owner represents that it is the registered owner of certain lands and premises in the City of London, in the County of Middlesex, known municipally as, **731 William Street** in the City of London, County of Middlesex, and being more particularly described in Schedule "A" attached hereto;

AND WHEREAS the Owner has petitioned the Municipal Council of the Corporation for permission to use, for the purpose of parking motor vehicles, the lands and premises as shown on the parking plan attached hereto as Schedule "B", hereinafter called "the Premises" being part of the untravelled portion of the highway adjacent to **731 William Street** in the City of London on the terms and conditions as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Owner to the Corporation, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the City to do and perform, at its expense the following matters and things:

1. The Corporation agrees to allow the Owner, at the Owner's sole expense, to construct, maintain, repair and use in accordance with the terms of this Agreement a parking area on the Premises as set out in Schedule "B" attached.
2. The Owner shall pay all applicable realty taxes assessed against the parking area constructed on the Premises on or before the City of London tax instalment due date(s).
3. The Owner shall ensure that the parking area is constructed on the Premises in accordance with the approved parking plan attached as Schedule "B" and shall obtain approval from the City Engineer for the Corporation for a curb cut, if required.
4. All terms and conditions of this Agreement and all works to be carried out on the Premises shall be completed within one hundred and eighty days (180) days from the date of this Agreement or by such other date as may be specified in writing by the Corporation.
5. The Owner shall, at its expense, maintain the parking area on the Premises in accordance with the plan as set out in Schedule "B" and shall make no alterations or additions to the parking area on the Premises without the written approval of the Corporation which approval may not be unreasonably withheld.
6. The Owner covenants:
 - (a) to use the Premises solely for the purpose of parking motor vehicles and the parking must be accessory to an abutting legal residential use;
 - (b) to remove from the Premises, upon receiving written notice from the Corporation, any inoperable, unserviceable or incapacitated motor vehicles;
 - (c) not to permit nor to undertake the repair or servicing of motor vehicles on the Premises;
 - (d) to keep the Premises free from dust, papers and rubbish of any kind;
 - (e) to use the Premises in a proper and orderly manner and not to permit anything to be done upon the Premises which is in violation of any by-law of the Corporation in force during the time of this Agreement or which may create a nuisance or be objectionable;

- (f) not to use the parking area constructed on the Premises to accommodate a vehicle with dimensions in excess of the following:

length	-	6.0 meters (20.0 feet)
width	-	2.4 meters (7.9 feet)
height	-	2.4 meters (7.9 feet)

or to accommodate any other vehicle which is deemed by City Council to be unacceptable; and

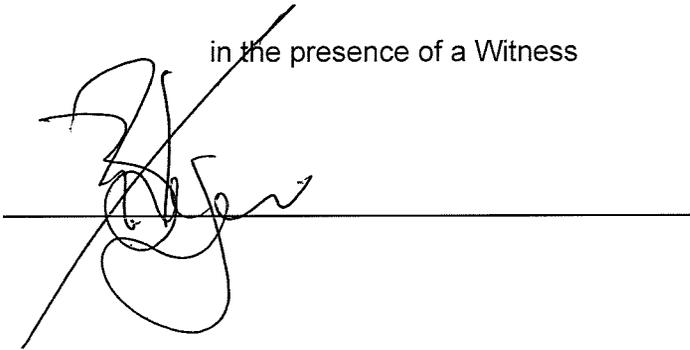
- (g) not to use the Premises for the storage of any materials.
 - (h) that the parking area constructed on the Premises shall not encroach onto adjacent properties.
7. The Owner acknowledges and agrees that the parking area constructed on the Premises is solely for the use and enjoyment of the resident or occupant of the Owner's lands as set out in Schedule "B".
 8. The Owner shall, at all times, indemnify and save harmless the Corporation of and from all loss, costs and damages which the Corporation may suffer, be at or be put to, for or by reason or on account of any matter or thing which may occur, be done or arise by reason of the use of the Premises or of any other property of the Corporation to gain ingress to or egress from the parking area or anything which may be done thereon or which may be neglected to be done thereon by the Owner, his agents, servants, or others.
 9. The Owner shall, throughout the term of this Agreement, at its own expense obtain and maintain and provide the Corporation with evidence of comprehensive general liability insurance for an amount not less than Two Million (\$2,000,000) dollars or such greater amount as the Corporation may advise is required and shall include the Corporation as an additional insured with respect to the Owner's obligations under this Agreement. The above-mentioned insurance will not be cancelled or permitted to lapse unless the Owner's insurer notifies the Corporation in writing at least thirty (30) days prior to the date of cancellation or expiry. The Owner will provide that evidence of such insurance shall be delivered to the Corporation promptly upon request.
 10. This Agreement may be terminated by either party upon sixty (60) days notice in writing and such notice having been given, this Agreement and all of the conditions, covenants and provisos herein shall cease on the day set out in the said notice.
 11. On termination of this Agreement for any reason, including but not limited to default, the Owner shall, within ninety (90) days therefrom, remove from the Premises all works associated with the parking area and restore, at its own expense, the Premises in a manner and to a condition satisfactory to the City Engineer which may include, but not be limited to, the restoration of the boulevard to grass and the construction of curbs to prevent ingress to or egress from the Premises.
 12. Notwithstanding anything contained herein, the Corporation shall have the right of free, uninterrupted and unobstructed access at all times to the Premises for the purpose of inspecting the facilities, works and matters, and for the purpose of installing and maintaining services and utilities and the Corporation shall only be liable to restore the premises to the approximate condition in which it existed at the time of each any every entry upon the premises.
 13. Any notice by the City to the Owner shall be effectually given by personal service upon or by first class registered mail to the Owner at the address shown on the last returned assessment roll as updated from time to time as to any change in ownership received in writing by the City Clerk, and every such notice shall be deemed to be given upon the day it was personally served or so mailed.
 14. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be invalid or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed to be severed from the remainder of this Agreement and all other provisions shall remain in full force and effect.

- 15. This Agreement shall be binding upon the Owner, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the said lands from time to time and "Owner" wherever used in this Agreement is intended and shall be construed to include such subsequent owners and occupiers.

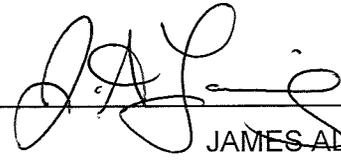
IN WITNESSETH WHEREOF the Owner has hereunto set its hand and seal, or caused to be affixed its corporate seal duly attested by the hands of its proper signing officers, as the case may be, and the Corporation has caused to be affixed its corporate seal duly attested by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED

in the presence of a Witness



A handwritten signature in black ink, appearing to be 'J. Morgan', is written over a horizontal line. The signature is somewhat stylized and overlaps the line.



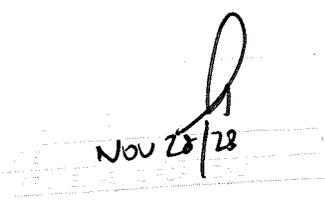
A handwritten signature in black ink, appearing to be 'J. Alexander Loring', is written over a horizontal line. The signature is in a cursive style.

JAMES ALEXANDER LORING

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk



A handwritten date 'Nov 28/28' is written on a piece of lined paper. The date is written in black ink and is slightly tilted.

SCHEDULE 'A'

731 William Street, London

PT LT 18 PLAN 192(E); PT 1 33R8218; T/W 849708 LONDON

PIN: 08278-0021



Curb Cut Request Record

Planning and Economic Development - Building
 519-661-2500, extension 2848 | streetpermit@london.ca

Date received (YYYY MM DD)
Received by

Owner's information

Name JAMES LORING	
Address 731 WILLIAM ST.	
LONDON ONT N5Y 2R5	
Contact number 519-902-7719	E-mail address aloring@2001audiovideo.com
Location (if different from above) COM	
Signature 	Date SEPT 7/23

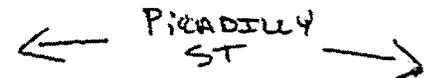
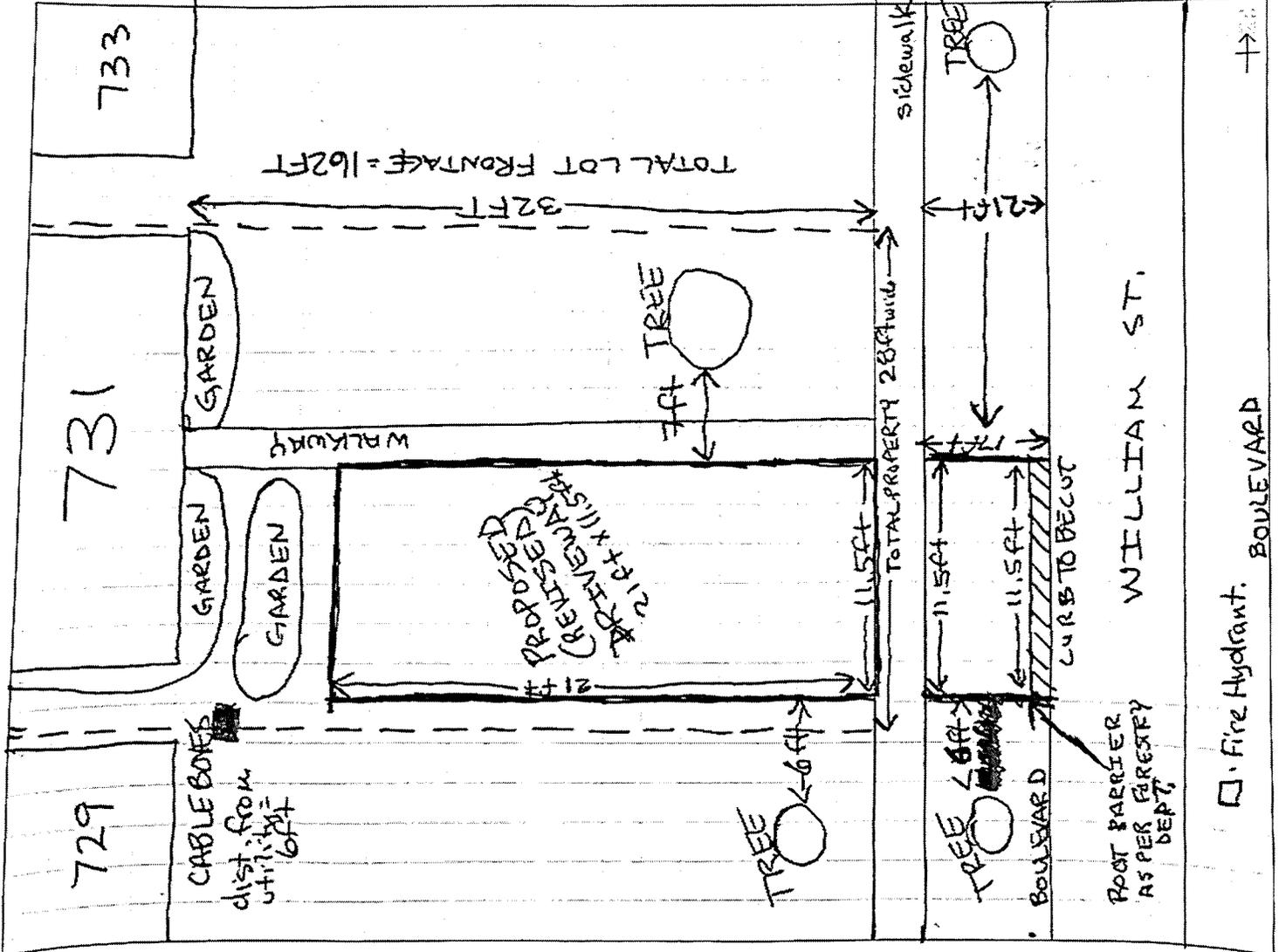
Owner's comments

* REVISED DRAWING FOR
 FILE NO: B.9631 showing
 update to plan with
 straight out 11.5ft wide
 connection between williams +
 and sidewalk.

Property drawing

What to show on drawings:

- house and municipal number
- approximate lot lines
- measurements
- curb line
- existing driveway
- fire hydrants
- poles / signs
- proposed driveway
- sidewalk
- street name
- trees / hedges
- utility boxes



Bill No. 10
2024

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 Gore Road, east of Veterans Memorial Parkway)

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 Gore Road, east of Veterans Memorial Parkway, namely:

“Part of Lot 1, Concession A (Geographic Township of London) in the City of London and County of Middlesex, designated as Parts 1 and 2 on Reference Plan 33R-21723.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

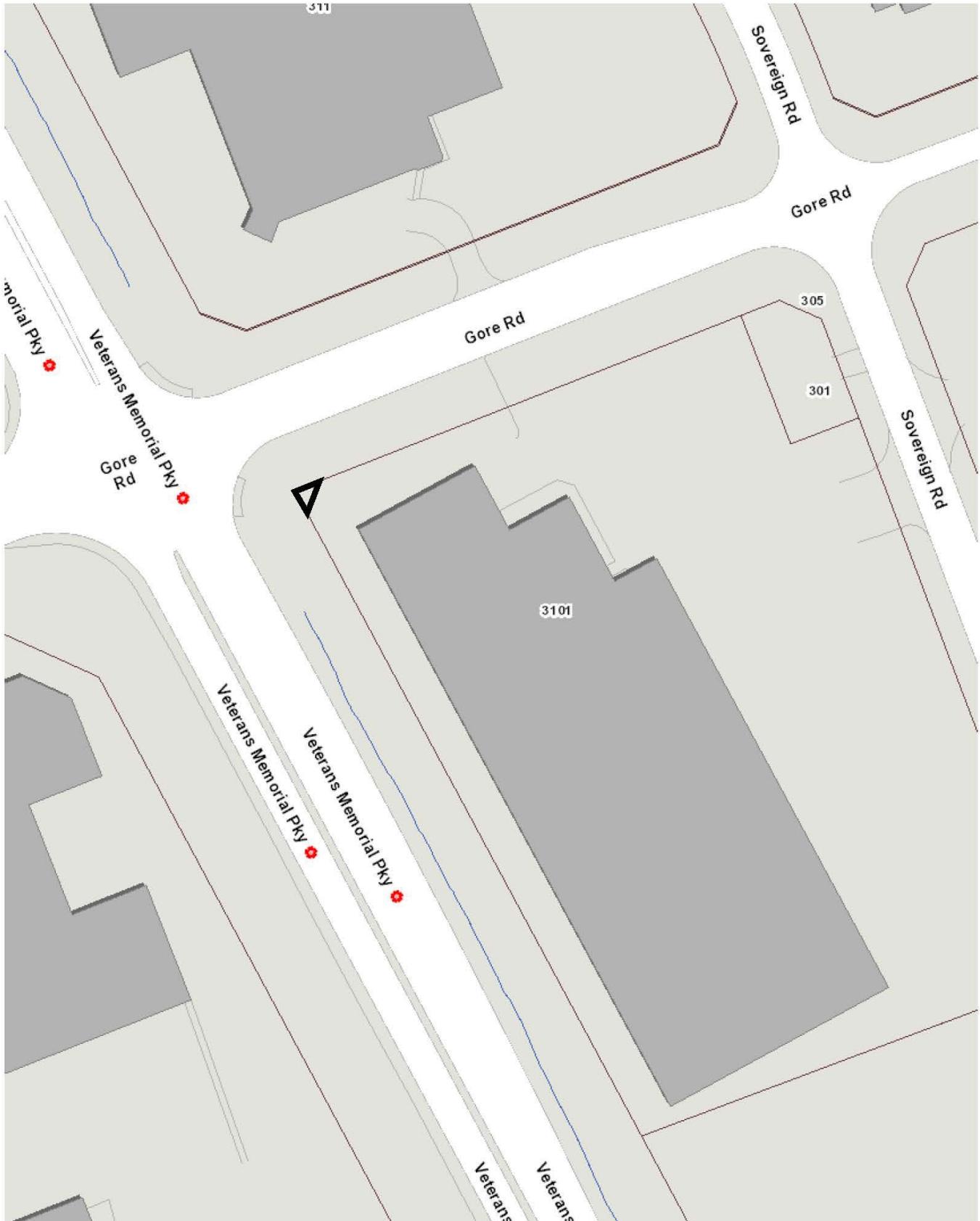
PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

LOCATION MAP



————— SUBJECT LANDS

Bill No. 11
2024

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 James Street, west of Campbell Street North)

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 James Street, west of Campbell Street North namely:

“Part of Lot 71, Concession East of the North Branch of the Talbot Road (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-21454”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

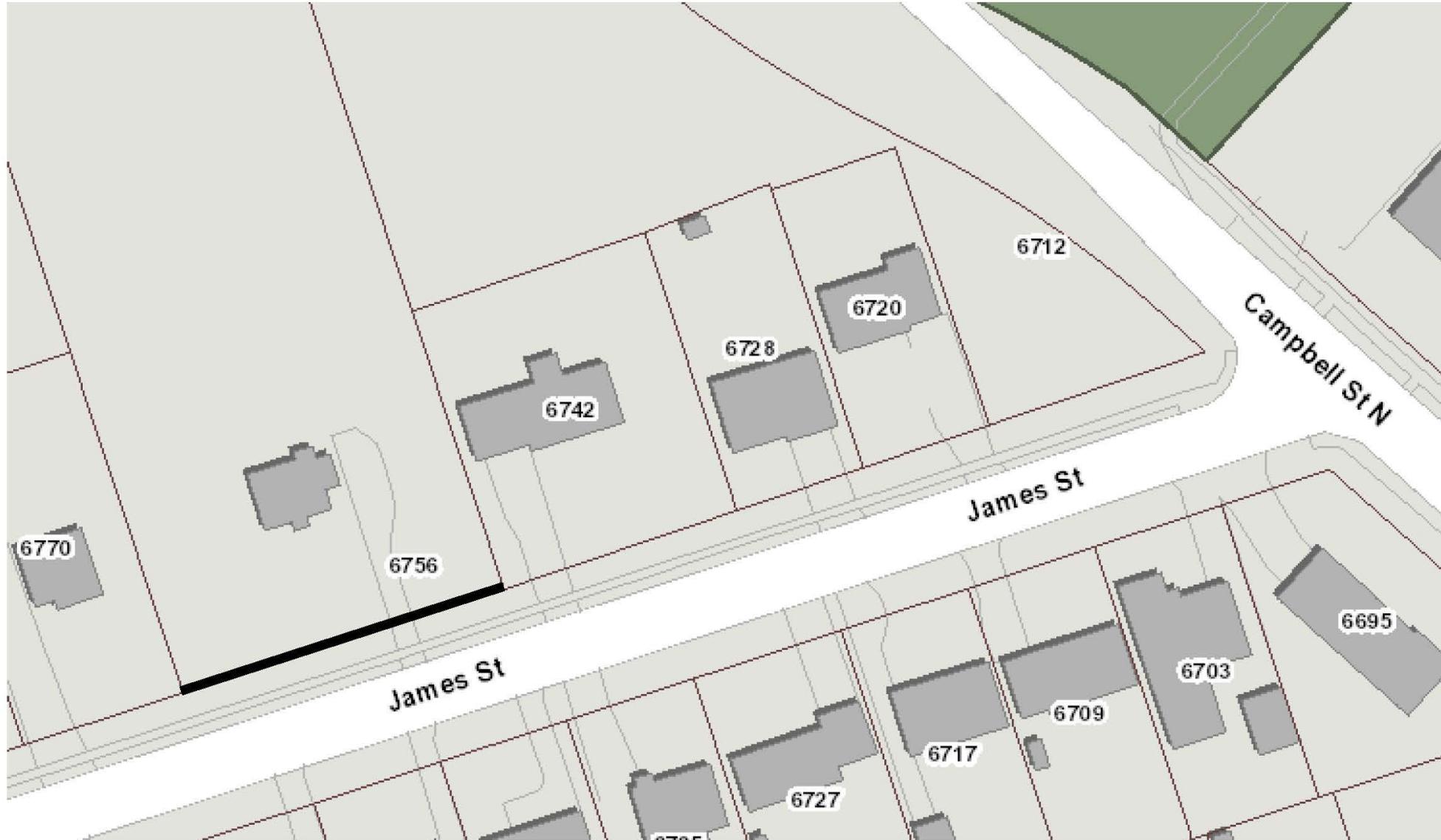
PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

LOCATION MAP



SUBJECT LANDS

Bill No. 12
2024

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 Crumlin Side Road, north of Gore 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 Crumlin Side Road, north of Gore Road namely:

“Part of Lot 1, Concession B (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21294.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on December 19, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

LOCATION MAP



————— SUBJECT LANDS

Bill No. 13
2024

By-law No. Z.-1-24_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 1350 Wharncliffe
Road South

WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the
Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 1350 Wharncliffe Road South as shown on the attached
map comprising part of Key Map No. A111, **FROM** a Holding Urban Reserve UR6
Special Provision (h-17*h-42*UR6(1)) Zone **TO** a Holding Residential R1 Special
Provision (h*h-100*R1-13(7)) Zone; Holding Residential R1 Special Provision (h*h-
100*R1-13(_)) Zone; Holding Residential R1 Special Provision (h*h-100*R1-13(_))
Zone; Holding Residential R4 Special Provision (h*h-17*h-18*h-100*h-149*R4-6(_))
Zone; and, a Holding Residential R6 Special Provision (h*h-17*h-18*h-100*h-149*R6-
5(_)) Zone.

2. Section Number 5.4 of the R1 Zone is amended by adding the following
Special Provisions:

R1-13(*) 1350 Wharncliffe Road South

a. Regulations

- i) Front Yard Setback (Minimum) 8.75 m
- ii) Rear Yard Setback (Minimum) 6 m
- iii) Garages shall not project beyond the façade of the dwellings or
façade (front face) of any porch and shall not occupy more than
50% of lot frontage.

R1-13(**) 1350 Wharncliffe Road South

a. Regulations

- i) Front Yard Setback (Minimum) 3.5 m
- ii) Rear Yard Setback (Minimum) 4.5 m
- iii) Garages shall not project beyond the façade of the dwellings or
façade (front face) of any porch, and shall not occupy more than
50% of lot frontage.

3. Section Number 8.4 of the R4 Zone is amended by adding the following
Special Provisions:

R4-6(_) 1350 Wharncliffe Road South

a. Regulations

- i) Lot Frontage (Minimum) – 6.7 m
- ii) Lot Coverage (Maximum) (%) – 50 %
- iii) Height (Maximum) – 12 m
- iv) Garages shall not project beyond the façade of the dwellings or
façade (front face) of any porch, and shall not occupy more than
50% of lot frontage.

4. Section Number 10.4 of the R6 Zone is amended by adding the following Special Provisions:

R6-5(□) 1350 Wharnccliffe Road South

a. Regulations

- i) Front and Exterior Side Yard Setback (Minimum) – 1.5 m
- ii) Density (Minimum) – 30 units per hectare
Density (Maximum) – 75 units per hectare
- iii) Notwithstanding section 10.2, single-detached dwellings shall not be permitted

5. 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.

6. 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.

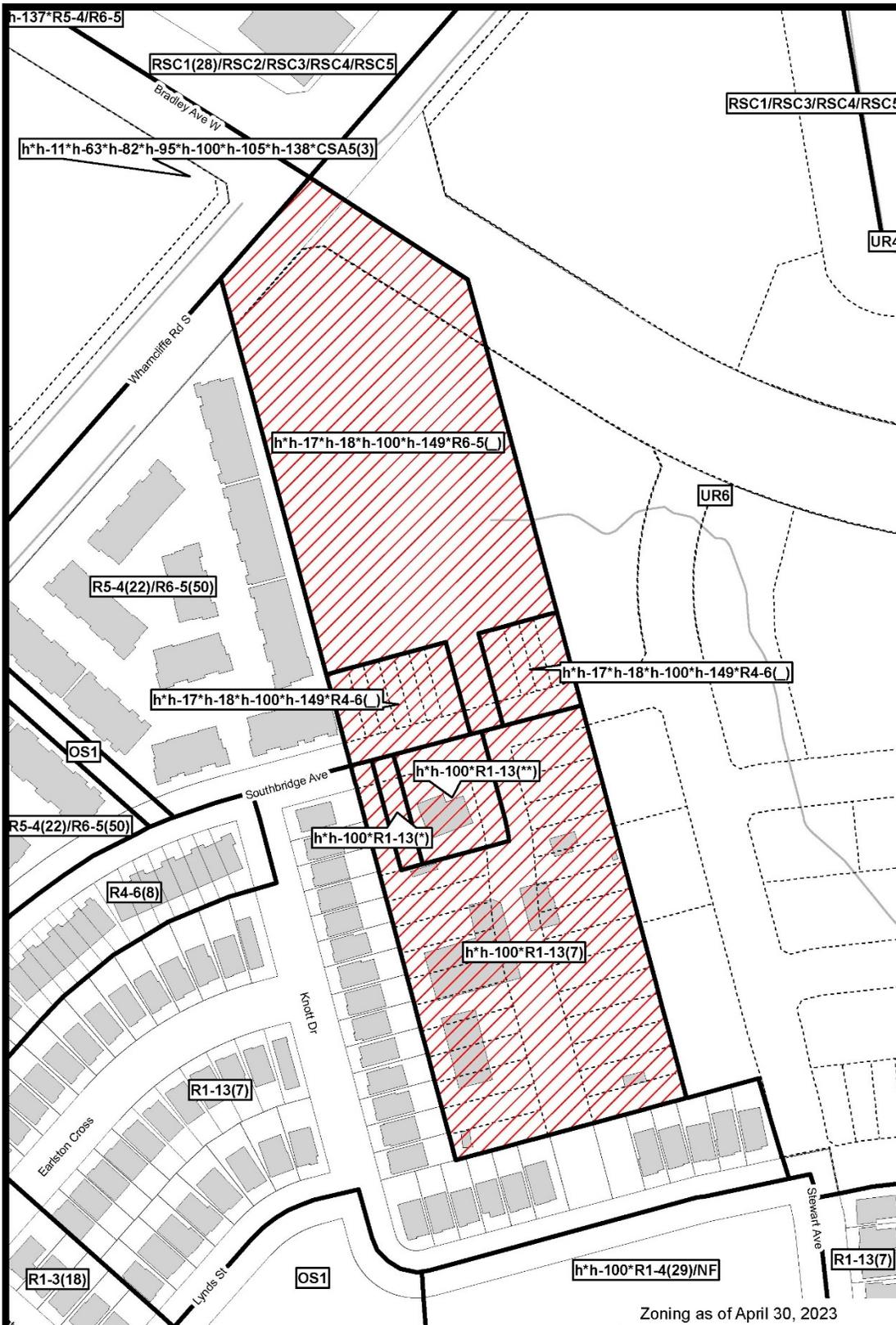
PASSED in Open Council on December 19, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of April 30, 2023

File Number: Z-9611
 Planner: AC
 Date Prepared: 2023/11/1
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,000

0 10 20 40 60 80 Meters



Geodatabase

Bill No. 14
2024

By-law No. Z.-1-24_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 1680 Richmond
Street

WHEREAS this amendment to the Zoning By-law Z.-1 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 1680 Richmond, as shown on the attached map
comprising part of Key Map No. A.102, to permit an *Automobile Sales Boutique* as a
permitted use under the RSA1(1) Zone.

2. Section Number 21.4 of the RSA1(1) Zone is amended by adding the
following Special Provisions:

RSA1(1) 1680 Richmond Street

a. Additional Permitted Uses:

i) Automotive Sales Boutique

3. This Amendment shall come into effect 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.

4. 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.

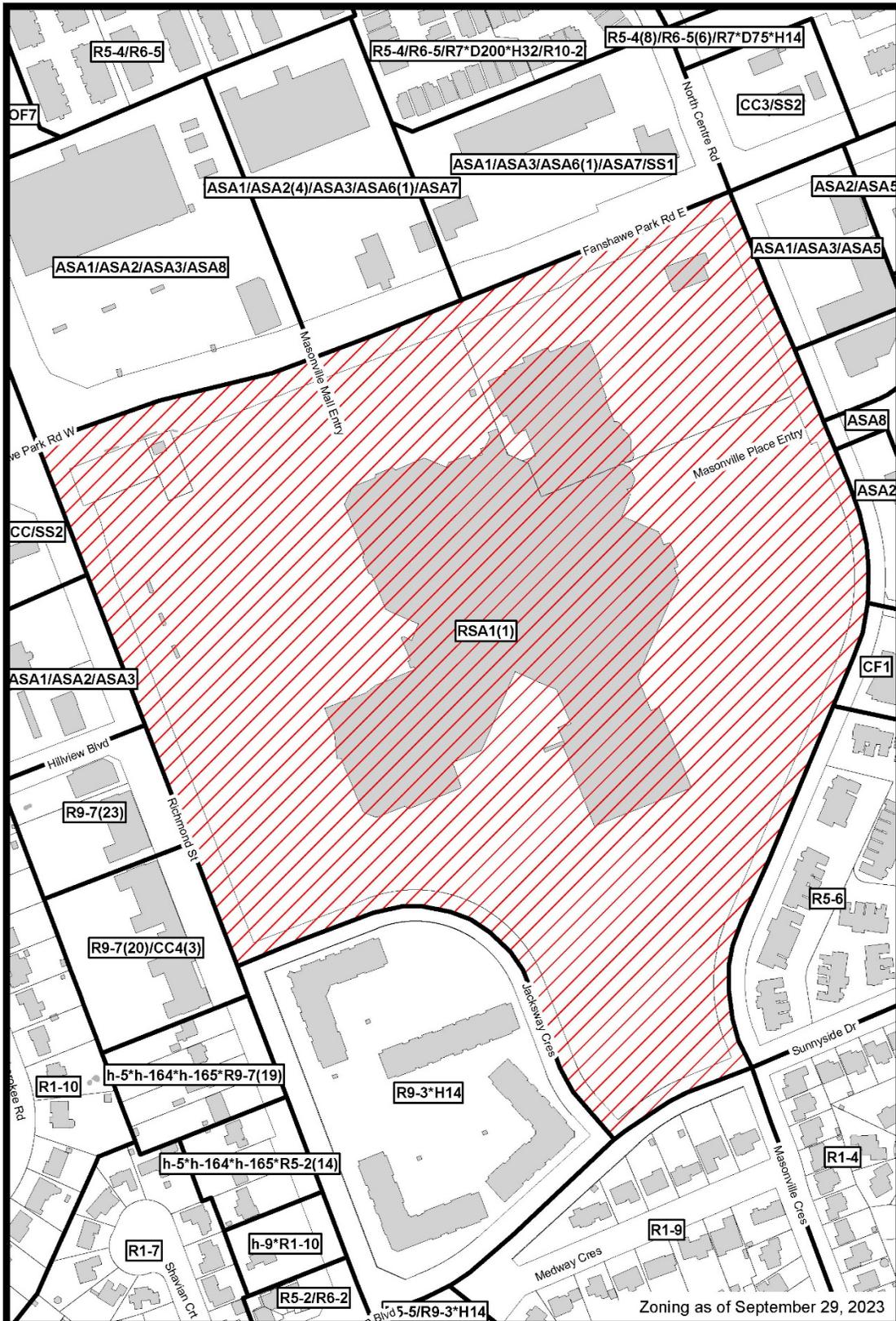
PASSED in Open Council on December 19, 2023, subject to the
provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9667
 Planner: BH
 Date Prepared: 2023/10/31
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,250

0 15 30 60 90 120 Meters 



Geodatabase

Bill No. 15
2024

By-law No. Z.-1-24_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 130 Southdale Road
West

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 130 Southdale Road West as shown on the attached map comprising part of Key Map No. A107 **FROM** a Residential R1 (R1-9) Zone **TO** a Residential R3 Special Provision (R3-1(□)) Zone.

2. Section Number 7.4 of the R3 Zone is amended by adding the following Special Provisions:

R3-1(□) 130 Southdale Road West

a. Regulations

- | | |
|--|-------------|
| i) Front yard setback (Minimum) | 2.5 metres |
| ii) Interior side yard setback (east) (Minimum) | 1.5 metres |
| iii) Height (Maximum) | 13.0 metres |
| iv) Parking area coverage (Maximum) | 41% |
| v) Driveway and drive aisle width (Minimum) | 3.0m |
| vi) Parking area setback from rear lot line (Minimum) | 2.0m |
| vii) Parking area setback from east lot line (Minimum) | 1.9m |
| viii) Buildings shall be oriented towards Southdale Road West. | |

3. 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.

4. 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.

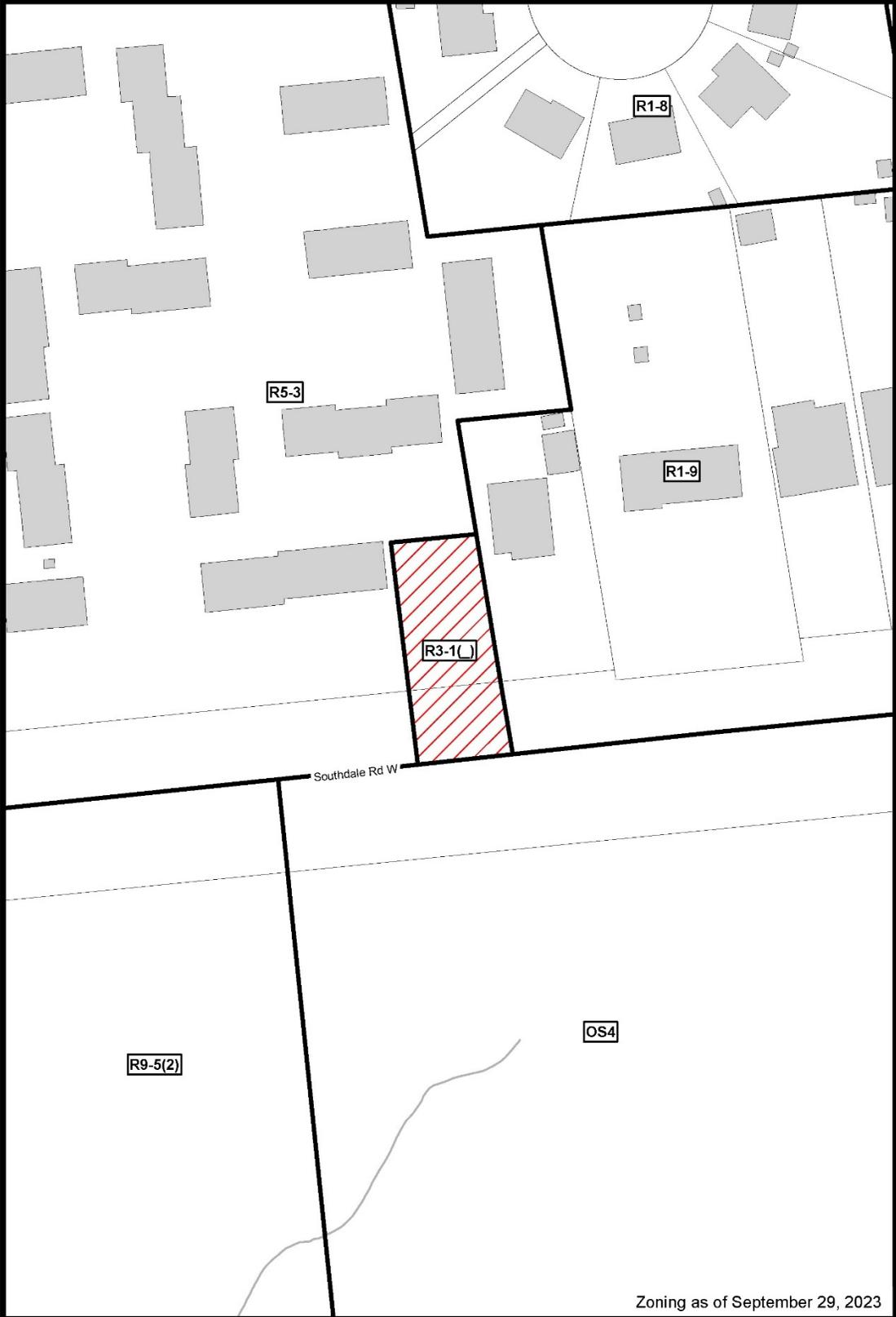
PASSED in Open Council on December 19, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of September 29, 2023

<p>File Number: Z-9663 Planner: NO Date Prepared: 2023/11/02 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,000</p> <p>0 5 10 20 30 40 Meters</p> 
--	--

Geodatabase

Bill No. 16
2024

By-law No. Z.-1-24_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 625 Mornington Avenue and 1299, 1303, 1307 & 1323 Oxford Street East

WHEREAS this amendment to the Zoning By-law Z.-1 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 625 Mornington Avenue and 1299, 1303, 1307 & 1323 Oxford Street East, as shown on the attached map comprising part of Key Map No. A108, **FROM** a Community Shopping Area (CSA4) Zone **TO** a Holding Residential R9 Special Provision (h-_*R9-7(_)*H45) Zone and a Community Shopping Area Special Provision (CSA4(_)) Zone.

2. Section Number 3.8 2) of the Holding "h" Zone is amended by adding the following Holding Provisions:

h-__ 625 Mornington Avenue and 1299, 1303, 1307 & 1323 Oxford Street East

Purpose: To ensure the adequate provision of municipal services, the holding provision shall not be removed until such time as there is an accepted water strategy and adequate capacity available.

3. Section Number 13.4.g) of the Residential R9 (R9-7) Zone is amended by adding the following Special Provisions:

R9-7(_) 625 Mornington Avenue and 1299, 1303, 1307 & 1323 Oxford Street East

a. Regulations

- i) Front Yard Depth (Minimum) – 3.8 metres to the podium, 9.4 metres to the main building, and 0.0 metres to the parking garage
- ii) North Interior Side Yard Depth (Minimum) – 12.8 metres to the main building and 0.0 metres to the parking garage
- iii) South Interior Side Yard Depth (Minimum) – 5.0 metres
- iv) Rear Yard Depth (Minimum) – 17.4 metres to the main building and 0.3 metres to the parking garage
- v) Building Stepback Above the 2nd, 3rd, and 7th Storeys (Minimum) – 3.0 metres
- vi) Podium Height (Minimum) – 2 Storeys
- vii) Podium Height (Maximum) – 3 Storeys
- viii) Ground Floor to Second Floor Height (Minimum) – 3.6 metres
- ix) Glazing (Minimum) – 55% on the west (front) façade of the podium; 40% on the west (front) and east (rear) façades of the tower; and 45% on the north and south façades of the tower
- x) Floorplate Area 8th Storey and Above (Maximum) – 1,000 square metres
- xi) Density (Maximum) – 475 units per hectare
- xii) Lot Coverage (Maximum) – 81%

- xiii) Landscaped Open Space (Minimum) – 12%
- xiv) The main building entrance shall be oriented to Mornington Avenue

4. Section Number 22.4.d) of the Community Shopping Area (CSA4) Zone is amended by adding the following Special Provisions:

CSA4() 625 Mornington Avenue and 1299, 1303, 1307 & 1323 Oxford Street East

a. Regulations

- i) South Interior Side Yard Depth (Minimum) – 8.5 metres to the main building and 0.0 metres to the parking garage
- ii) Rear Yard Depth (Minimum) – 0.0 metres to the parking garage
- iii) Landscaped Open Space (Minimum) – 10% or as existing on the date of the passing of this by-law, whichever is less
- iv) Lot Coverage (Maximum) – 30% or as existing on the date of the passing of this by-law, whichever is greater
- v) Highbury Avenue North shall be deemed to be the front lot line

5. 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.

6. 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.

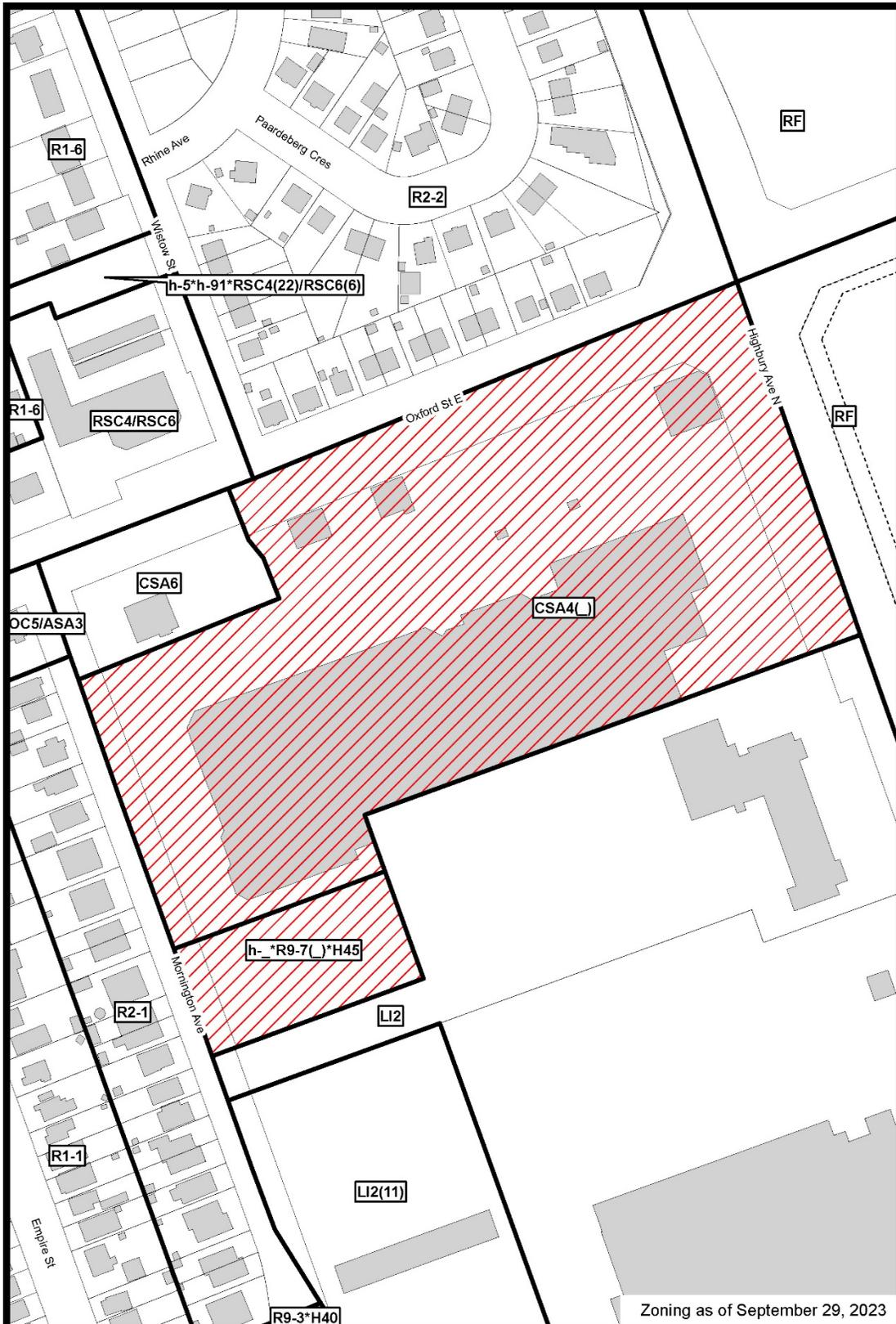
PASSED in Open Council on December 19, 2023, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)

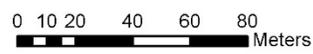


Zoning as of September 29, 2023

File Number: Z-9589
 Planner: CM
 Date Prepared: 2023/11/09
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,000



Geodatabase

Bill No. 17
2024

By-law No. Z.-1-24_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 488-492 Pond Mills
Road

WHEREAS Willow Bridge Homes Ltd. c/o Zelinka Priamo Ltd. has applied to rezone an area of land located at 488-492 Pond Mills Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this amendment to the Zoning By-law Z.-1 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 488-492 Pond Mills Road, as shown on the attached map comprising part of Key Map No.112, **FROM** a Residential R1 (R1-3) Zone **TO** a Residential R9 Special Provision (R9-3()*H15) Zone.

2. Section Number 13.4 of the Residential R9 Zone is amended by adding the following Special Provisions:

R9-3() 488-492 Pond Mills Road

a. Regulations

- i) For the purposes of Zoning, Pond Mills Road is considered to be the front lot line.
- ii) Front Yard Setback (Minimum) 3.0 metres (9.8 feet)
- iii) North Interior Side Yard Setback (Minimum) 4.4 metres (14.8 feet)
- iv) Rear Yard Setback for Parking Lot to Property Line (Minimum) 3.0 metres (9.8 feet)
- v) Height (Maximum) 15 metres (or 4 Storeys)
- vi) Balcony Encroachment on Apartment Buildings: Projection permitted in the required yard (Maximum) 1.5 metres provided the projection is no closer than 2.5 metres to the front lot line.
- vii) The main building entrance shall be oriented to Pond Mills Road.

3. 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.

4. 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.

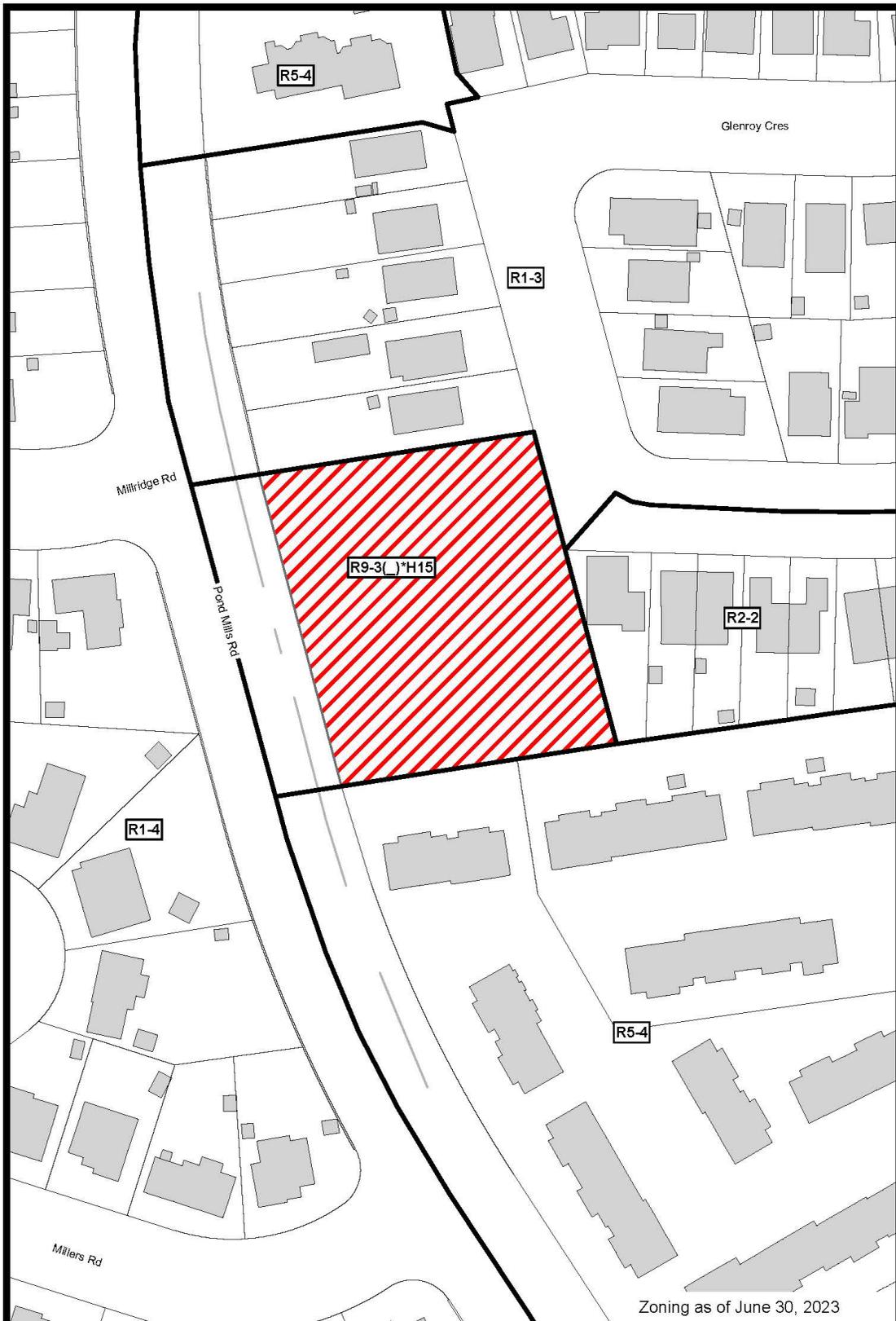
PASSED in Open Council on December 19, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – December 19, 2023
Second Reading – December 19, 2023
Third Reading – December 19, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



File Number: Z-9625
Planner: NP
Date Prepared: 2023/8/10
Technician: JI
By-Law No: Z-1-

SUBJECT SITE 

1:1,000

0 5 10 20 30 40 Meters



Geodatabase